# AGREEMENT FOR CHARITABLE DONATION

# OF

# WASTEWATER ASSETS

**By and Between**

**PLANTATION BAY UTILITY CO.**

**Donor,**

**and**

**CITY OF BUNNELL, FLORIDA**

**Donee**

8

## TABLE OF CONTENTS

Page

ARTICLES


1. RECITALS ..... 2

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS ..... 2

3. LIABILITIES ..... 4

4. PURCHASE PRICE ..... 5

5. REPRESENTATIONS AND WARRANTIES OF SELLER ..... 6

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER ..... 9

7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES ..... 10

8. CONDITIONS PRECEDENT TO CLOSING ..... 12

9. PRE-CLOSING CONDUCT; COVENANTS ..... 13

10. TERMINATION OF AGREEMENT ..... 15

11. CLOSING DATE AND CLOSING ..... 17

12. POST CLOSING COOPERATION. ..... 20

13. THIRD PARTY BENEFICIARY ..... 21

14. MISCELLANEOUS PROVISIONS ..... 21




9

## EXHIBITS

**Appendix "A" (Real Property)**

**Appendix "B-1" (Easements, licenses, etc.)**

**Appendix "B-2" (Service Territory)**

**Appendix "C" (Treatment plants, etc.)**

**Appendix "D" (Certificates, permits, etc.)**

**Appendix "E" (Developer Agreements)**

**Appendix "F" (Contracts and Leases)**

**Appendix "G" (Inventory)**

**Appendix "H" (Equipment)**

**Appendix "I" (Environmental Law Compliance)**

**Appendix "J" (Pending Legal Action)**

**Appendix "K" (Real Property Encroachments)**

**Appendix "L" (Developer Agreement Form)**

**AGREEMENT FOR CHARITABLE DONATION OF WASTEWATER ASSETS**

**THIS AGREEMENT FOR CHARITABLE DONATION OF WASTEWATER ASSETS** ("Agreement") is made as of this __day of March, 2013 by and between **Plantation Bay Utility Co.,** a Florida corporation (hereafter "Donor"), and **the City of Bunnell, Florida** a political subdivision of the State of Florida ("Donee").

**WHEREAS**, Donor owns and operates potable water production, supply, treatment, storage and distribution systems ("Water System") and domestic wastewater collection, treatment and effluent disposal systems ("Wastewater System" ), all of which are located in Flagler County and Volusia County, Florida, and commonly known as Plantation Bay Utility Co.; and

**WHEREAS**, Donor has been granted a certificate by the Florida Public Service Commission to provide wastewater services within a defined area within Flagler County and Volusia County, Florida ("Service Area" or "Service Territory") as identified in **Appendix B-2** herein; and

**WHEREAS,** the Donee has the power and authority to provide water, wastewater and reclaimed water infrastructure and service within its service territory; and

**WHEREAS**, Donor and Donee have entered into an Agreement for Purchase and Sale of Water Assets wherein Donee has agreed to purchase Donor's Water System assets ("Water Agreement"); and

**WHEREAS**, concurrent with the closing of the sale of its Water System assets to Donee, Donor desires to make a charitable donation of its Wastewater System assets ("Wastewater Assets" ) to Donee; and

**WHEREAS**, the Donee desires to acquire the wastewater utility assets of Donor by receiving a Charitable Donation from Donor, at no cost to the Donee, of the Wastewater System; and

**WHEREAS**, Donor has informed Donee that it has requested or is in the process of requesting from the Florida Public Service Commission ("FPSC") an index adjustment to its rates and such index increase shall be effective prior to Donee accepting the Wastewater Assets from Donor; and

**WHEREAS,** Donor agrees to donate the Wastewater Assets to Donee, and Donee agrees to accept the donation of the Wastewater Assets from Donor, on the terms and subject to the conditions set forth in this Agreement.



8

**NOW, THEREFORE**, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree to the charitable donation of the Wastewater System upon the following terms and conditions:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein.

2. **COVENANT TO DONATE AND ACCEPT; DESCRIPTION OF DONATED ASSETS.**

   a. Donee shall accept from Donor, and Donor shall donate to Donee, the Donated Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement.

   b. The Donated Assets are being donated "As-Is", "Where-Is" with "All Disclosed Faults." Donor makes no representations or warranties as to the condition of the Donated Assets.

   c. "Donated Assets" shall include all assets, business properties, and rights, both tangible and intangible, that Donor owns and uses exclusively in the ownership, construction, operation or maintenance of the Wastewater System including, but not limited to:

      i. The real property owned by Donor and all buildings and improvements located thereon, as identified in **Appendix "A"** to this Agreement ("Real Property").

      ii. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned by Donor, used by Donor, or to which Donor possesses rights to serve within its wastewater Service Area in connection with the ownership, operation and maintenance of the Wastewater System, as identified in **Appendix "B-1"** to this Agreement.

      iii. All wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including, but not limited to, pumps, plants, tanks, lift stations, transmission mains, collection pipes or facilities, effluent disposal facilities, valves, meters (if any), meter boxes, service connections and all other physical facilities, equipment and property installations owned by Donor or to which Donor possesses rights and used exclusively in connection with the Wastewater System, as identified in **Appendix "C"** to this Agreement.



g

iv. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain and operate the Wastewater System and its plants and systems for the collection, treatment and disposal of wastewater, and every right of every character whatever in connection therewith, and the obligations thereof (hereinafter referred to as the "Certificates"); together with all rights granted to Donor under the Certificates, as identified in **Appendix "D"** to this Agreement; to the extent that Donor's rights to the foregoing are transferable. **Appendix "D"** shall also identify any of the foregoing which are not transferable or which require third party consents to transfer.

v. All items of inventory owned by Donor on the Donation Date (as defined below), which shall not be unnecessarily depleted between the date of Donor signing this Agreement and the Donation Date. Inventory as of the date of signing this Agreement by Donor includes, but is not limited to those items identified in **Appendix "G"** to this Agreement.

vi. All supplier lists, customer records, customer billing software, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Wastewater System in Donor's possession, including any rights of Donor, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

vii. All sets of record drawings, including as-built drawings, showing all facilities of the Wastewater System, including all original tracings, sepias or other reproducible materials in Donor's possession, including any rights of Donor, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

viii. All rights and obligations of Donor under any Developer Agreements, as identified in **Appendix "E"** to this Agreement, which are assumed by Donee pursuant to Article 11.b.iv. **Appendix "E"** shall identify any of the foregoing which are not transferable, which require third party consents for the assumption by Donee and for which the Developer has pre-paid Connection Charges, the amount of such pre-paid Connection Charges, the number of ERCs connected and the balance of ERCs remaining which have been pre-paid but have not yet been connected as of Donor signing this Agreement.

ix. All rights and obligations of Donor under the Contracts and Leases, as identified in **Appendix "F"** to this Agreement. **Appendix "F"** shall



g

contain a schedule identifying any Contracts or Leases which are not transferable or for which third party consents are necessary for the assumption by Donee.

x. All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by Donor and exclusively used to operate and maintain the Wastewater System as identified in **Appendix "H."**

d. "Excluded Assets". Notwithstanding any other provision in this Agreement that may be construed to the contrary, Contributed Assets do not include the Excluded Assets. The following assets are excluded from the Contributed Assets:

i. Cash, accounts receivable, bank accounts, equity and debt securities of any nature, deposits maintained by Donor with any governmental authority, and any prepaid expenses of Donor, which shall be Donor's sole property as of the Donation Date.

ii. Escrow and other Donor provisions for payment of federal and state taxes, and other obligations to governmental entities, including regulatory assessment fees, which shall be Donor's responsibility to pay through the Donation Date.

iii. The name and Florida corporation known as Plantation Bay Utility Co. and related logos and signage owned or used by Donor, including without limitation, logos and signage using the Plantation Bay Utility Co. name and logo.

**3. <u>LIABILITIES</u>.**

a. Assumed Liabilities. On the Donation Date, the Donee shall assume and agree to discharge only the following Liabilities of Donor (the "Assumed Liabilities"):

i. All liabilities to the customers of the Wastewater System incurred after the Donation Date where the operative act giving rise to the liability occurred after the Donation Date;

ii. Any liability of Donee under this Agreement or any other document executed in connection with this Agreement;

iii. Any liability of Donee based upon Donee's acts or omissions occurring after the Donation Date;



8

iv. Any liability arising from or related to the ownership, construction, operation and maintenance of the Wastewater System after the Donation Date.

b. Excluded Liabilities. Notwithstanding the foregoing, the following shall not constitute liabilities assumed by the Donee: Donee does not assume any debts, liabilities, obligations, or other financial or service obligations of Donor, except as may be expressly provided in this Agreement. Donee does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Donation Date where the operative act or omission was that of or attributable to the Donor for its actions prior to the Donation Date. Donor shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Donor is not hereby limited in its right to contest in good faith any such liabilities or obligations.

4. **ASSET DONATION**. Donor and Donee agree that Donee shall not be obligated to pay Donor for the conveyance of the Donated Assets but rather Donor shall donate the Donated Assets, together with all assets, facilities, rights and obligations related to and exclusively used in the Wastewater System. As a material inducement to Donor to execute this Agreement and perform its obligations hereunder, Donee covenants as follows:

a. Donee shall conduct all necessary public hearings and adopt such resolutions as required to authorize Donee's acceptance of the Charitable Donation and provide assistance, if necessary, to Donor, at no cost to the Donee, with regard to filings with all necessary and appropriate taxing and governmental authorities for Donor to seek the appropriate tax deduction for the Donation.

c. Donee shall provide wastewater service to the Service Territory in the ordinary course of business, and shall extend service in a manner consistent with the Developer Agreements assigned pursuant to this Agreement and attached hereto as **Appendix "E"** and the Developer Agreement with Donor or its affiliate, the form of which is attached hereto as **Appendix "L."**

d. That rates charged for wastewater service within the Service Territory shall be computed on a stand-alone basis in compliance with all Florida law requirements, and shall not now nor in the future include a surcharge as provided for in section 180.191 Florida Statutes.



g

5. **REPRESENTATIONS AND WARRANTIES OF DONOR**. As a material inducement to Donee to execute this Agreement and perform its obligations hereunder, Donor represents and warrants to Donee as follows:

a. Donor is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. Donor has all requisite power and authority and has taken all requisite action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

b. The Board of Directors of Donor has approved Donor entering into this Agreement.

c. This Agreement constitutes, and all other agreements to be executed by Donor with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of Donor, enforceable in accordance with their terms.

d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Donor, the Articles of Incorporation or By-Laws of Donor, nor any Certificate, indenture, agreement, or other instrument to which Donor is a party, or by which it is bound.

e. Donor has good and marketable title to the Real Property. The Real Property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Article 6 of this Agreement other than those that will be satisfied or released by the Donation Date. On the Donation Date, Donor shall deliver title to such Real Property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances. Other than as set forth in this Agreement, Donor makes no representation as to the condition of the Real Property.

f. Donor has exclusive possession, control and ownership to all Real Property and the Wastewater System, including that used or located on property controlled by Donor on the date of this Agreement. Except as otherwise identified in Appendix "A" or "B-1" to the Water Agreement, all of the Wastewater System is located within the Real Property identified in **Appendix "A"** and the property interests identified in **Appendix "B-1."**

g. Donor has good and marketable title to all Donated Assets. At Closing the Donated Assets shall be subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances related to Real Property only.



9

h. Environmental Law Compliance.

i. Definitions.

(a) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Donation Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Donation Date, the regulations promulgated pursuant thereto, and in effect as of the Donation Date and any conditions and requirements contained in any permits possessed by Donor from any federal, state or local agencies necessary to operate the Wastewater System.

(b) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Donor conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

(c) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Donor or related to Hazardous Materials generated by Donor.

(d) "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring



g

and care directly related to or in connection with any such remedial action.

ii. Representations. To Donor's knowledge:

(a) Donor is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for Donor to believe that any such liability exists.

(b) Donor has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as conducted as of the date of this Agreement.

(c) Donor has received oral or written notice (or to Donor's knowledge verbal notice) within the last three years of the violations or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Wastewater System as identified in **Appendix "I"**, hereto and no other.

(d) There is no Hazardous Material in violation of Environmental Law located on the Real Property or at any Wastewater System site that is owned by Donor, and none are listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Donor for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Donor to be named in such claims or for any similar action to be brought against Donor.

(e) No written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Donor or any third party with respect to the Wastewater System. No Wastewater System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.



g

(f) No Hazardous Material has been released in violation of Environmental Law at, on, or under any Wastewater System property.

i. Except as provided in **Appendix "J"** hereto, there are no current actions, suits or proceedings at law or in equity pending or, to Donor's knowledge, threatened against the Donor before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Wastewater System or any of the Donated Assets or the Donor's right and ability to make and perform this Agreement; nor is the Donor aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Donor is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Wastewater System or any of the Donated Assets. Donor agrees and warrants that it shall have a continuing duty to disclose up to and including the Donation Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the Wastewater System.

j. No representation or warranty made by the Donor in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

k. After due inquiry Donor has no actual knowledge that Donor's use of the Real Property is in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, nor do they have any actual knowledge of any encroachments or encroachments of any kind related to the Real Property except as are identified in **Appendix "K"** hereto. For the purposes of construing this section, "actual knowledge" includes facts directly and personally known to Donor and/or Donee, or facts which Donor and/or Donee are presumed to have received directly or personally because evidence within Donor's or Donee's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts.

6. **REPRESENTATIONS AND WARRANTIES OF DONEE.** As a material inducement to Donor to execute this Agreement and to perform its obligations hereunder, Donee represents and warrants to Donor as follows:

a. Donee has been duly organized, and is a validly existing political subdivision under the laws of the State of Florida. Donee has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.



9

b. This Agreement constitutes, and all other agreements to be executed by Donee with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Donee, enforceable in accordance with their terms.

c. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Donee, nor any indenture, agreement, or other instrument to which Donee is a party, or by which it is bound.

d. All necessary public hearings and referenda required to authorize Donee's acceptance of the Wastewater System and Donee entering into this Agreement will have been held in a manner and at the times duly required by law and all other appropriate governmental actions required to be taken by Donee will have been duly taken prior to the Donation Date.

e. Donee acknowledges that, as of the date of execution hereof, Donor is in the process of finalizing a Consent Order with the Florida Department of Environmental Protection relative to effluent disposal by Donor's wastewater system, which is being gifted by Donor to Donee on the date of closing hereon. As such, said Order will be binding upon Donee upon its acceptance of such grant of donation.

7. **TITLE INSURANCE AND PERMITTED ENCUMBRANCES.**

a. At least sixty (60) days prior to the Closing, Donor shall obtain and provide to Donee a current title insurance commitment in favor of Donee issued by a title company licensed to do business in the State of Florida, covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the Donee), and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, The parties agree that the value of the Real Property conveyed pursuant to this Agreement is incorporated in the Five Million Five Hundred Thousand Dollar ($5,500,000) purchase price set forth in the Water Agreement. To the extent possible, the title insurance commitment and policy provided for in the Agreement for Purchase and Sale of the Water Assets, and the premium paid therefor, shall cover and include the Real Property (and easements) conveyed in this Donation Agreement, in lieu of a separate commitment, policy and premium payment hereunder.. In the event a premium must be paid for a policy under this Agreement, the parties will agree on a de minimis amount for the lift stations conveyed hereunder. The cost of the title insurance commitment and title insurance policy shall be borne by Donor. The title insurance commitment shall commit the insurer to issue loan policy and an owner's title insurance policy to



8

Donee covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the Donee), substantially in accordance with the ALTA Standard Owner's Form B, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. Donor shall execute at, or prior to Closing, in favor of Donee and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

Donee shall notify Donor in writing no more than thirty (30) days after receipt of the title insurance commitment of any alleged material defect in Donor's title to the Real Property, other than those accepted herein and the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Donor's title to the Real Property other than the Permitted Encumbrances), which render or may render Donor's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title to the extent not shown on the notice furnished by Donee in accordance with the provisions of this paragraph shall be deemed to have been waived by Donee and Donee shall not be entitled to any damages or other remedies. Donor shall have thirty (30) days after receipt of Donee's notice to eliminate the objections to title set forth in Donee's notice. However, in no event shall Donor be required to bring suit or expend any sum in excess of $50,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that Donor has an obligation to discharge by the Donation pursuant to the terms of this Agreement. If Donor fails to deliver title as herein provided, then Donee may:

i. Accept whatever title Donor is able to convey; or

ii. Reject title and terminate this Agreement with no further liability of either party to the other.

b. Donee may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Donor advises Donee that Donor elects to do so by paying same at or prior to the Donation Date; (ii) any mechanic's lien or other



g

encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Donor advises Donee that Donor elects to do so at or prior to Donation; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures-over.

c. Donor shall provide a copy of any detailed survey of the Real Property that Donor has procured in the twenty four months prior to this Agreement which shall identify all structures located on such parcels and any encroachments thereon or therefrom. Donee shall have the right, but not the obligation, to require Donor to update any survey, or request a new survey on the Real Property. Costs incurred by Donor to update a survey or procure a new survey shall be reimbursed by Donee at Closing.

c. As used above, "Permitted Encumbrances" include the following:

i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility System.

iii. Such other matters as are permitted under the terms of this Agreement, including but not limited to the Developer Agreements.

**8. <u>CONDITIONS PRECEDENT TO DONATION</u>.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Donation Date:

Conditions Precedent for Donee and Donor.

a. Donee and Donor simultaneously close on the purchase and sale of the Water System assets of Donor pursuant to the Water Agreement by and between Donee, as Purchaser, and Donor as Seller.

b. Neither Party is prohibited by decree or law from consummating the transaction.



9

c. There is not pending on the Donation Date any legal action or proceeding that would (i) prohibit the acquisition or donation of the Donated Assets, (ii) prohibit Donee or Donor from consummating the transaction or (iii) inhibit or restrict in any manner Donee's use, title, or enjoyment of the Donated Assets.

d. Each of the other parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.

e. There has been no material adverse change in the physical condition of the Donated Assets. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Donated Assets that materially reduces the ability to operate the Wastewater System as operated by Donor prior to the Donation Date.

f. All warranties and representations of the other party are true in all material respects as of the Donation Date.

Condition Precedent for Donee

a. Donor shall have received FPSC authorization for 2012 rate indexing and implemented such increase prior to closing.

b. Donor shall secure an acknowledgement from the Tomoka Community Development District ("District") that the District does not own or operate any sanitary wastewater facilities and that property within the District is subject to exclusive wastewater and reclaimed water service from the Donor, which service will be provided by Donee following Closing. The acknowledgement Donor obtains from the District as a condition precedent Water Agreement shall satisfy this condition precedent to the extent it incorporates wastewater and reclaimed water service.

9. **PRE-DONATION CONDUCT; COVENANTS**. Prior to the Donation Date, the parties covenant to each other, and shall conduct themselves, as follows:

a. During the period between execution of this Agreement and the Donation Date, Donor shall:

i. Operate and maintain the Wastewater System and Donated Assets in a normal and ordinary manner to ensure that the condition of the Wastewater System and the Donated Assets remain in all material respects unchanged, normal wear and tear and usage excepted, and the inventory



g

on hand shall not be diminished or depleted, other than in the ordinary course of business;

ii Promptly notify Donee of any notification received by Donor from any person, business, or agency of any existing or potential Environmental Law violation;

iii. Provide Donee, or its designated agent(s), with unrestricted access to the business premises, Wastewater System, Donated Assets, Donor's books and records, employees, agents, or representatives, on reasonable advance notice (one business day) and during business hours.

iv. Promptly notify Donee of any event, activity or occurrence that has, or may have, a material adverse effect upon the Donated Assets or this transaction.

b. During the period between execution hereof and Donation, Donor shall not:

i Enter into any contract, oral or written, relating to the Wastewater System or Donated Assets without the prior written consent of Donee which consent shall not be unreasonably withheld, conditioned or delayed;

ii. Without the prior written consent of Donee, which shall not be unreasonably withheld, enter into any new Developer Agreements or modify any existing developer agreements. Copies of any new or modified developer agreements shall be promptly delivered to Donee and shall not be signed by Donor without prior written consent from Donee.

iii. Nor shall any affiliated company of Donor, enter into any agreement with any cell phone provider on or within 3 miles of the Real Property. The parties acknowledge and agree that Donor shall forward to Donee the proceeds, if any, from any agreement with a cell phone provider within 3 miles of the Real Property obtained by Donor or its affiliate prior to Closing and that Donee and County shall assume at Closing the rights and obligations of Donor pursuant to such an agreement or agreements for which the Donee and County have provided written consent.

iv. Enter any agreement with any cell phone provider with respect to the Wastewater System or Donated Assets. Notwithstanding the foregoing covenant, the parties acknowledge and agree that Donor shall forward to Donee the proceeds, if any, of any agreement with a cell phone provider relating to the Wastewater System or the Donated Assets obtained by Donor prior to Donation and that Donee and County shall assume at



8

Donation the rights and obligations of Donor pursuant to such an agreement or agreements for which Donee and County have provided written consent.

c. Donor shall maintain its existing levels of insurance on the Donated Assets and Wastewater System and the risk of any loss shall remain with Donor through the Donation Date.

d. Within thirty (30) days of signing this Agreement, if Donee's requests, Donor shall obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase II ESA if Donee determines that one is necessary based on the Phase I survey results) of each parcel comprising the Real Property and each wastewater effluent disposal site. Donor shall provide a report from the party undertaking the ESA to Donee when available. Donor shall pay for ESAs, which expense shall be reimbursed by Donee at Closing. If such ESA discloses the presence of any Hazardous Material, Purchase shall notify Donor within ten (10) business days of receipt of such ESA, and Donor shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon Donor's failure to perform such cleanup and remediation, prior to the Closing Date, Donee may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing.

e. Donee is relying upon its own due diligence investigation in entering into this Agreement. The Donee shall have until sixty (60) days after Donor has provided all of the documents requested by Donee to complete, at Donee's expense, financial, legal, engineering and operational due diligence investigations of the Purchased Assets. Based upon the results of such due diligence investigations Donee shall have the right to terminate this Agreement for any defects or problems revealed by such due diligence. Donee shall provide Donor with written notice of termination within ten (10) days of completion of such due diligence. During this period, Donor shall provide Donee and its representatives, access to all Purchased Assets as set forth in this Agreement.

**10. <u>TERMINATION OF AGREEMENT</u>.**

a. This Agreement shall automatically terminate should the parties fail to close on the Donee's purchase of Donor's Water System Assets pursuant to the Water Agreement.

b. This Agreement may be terminated (i) by mutual written consent of the parties, (ii) by either party if the transactions contemplated hereby have not closed by May 31, 2013, or (iii) as provided in paragraphs c. and d. below.



8

c. Donee may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i The failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any covenant of Donor set forth in Articles 8 and 9.

ii Any material breach of this Agreement by Donor, including, but not limited to, a material breach of any representation or warranty, if Donor has not cured such breach within 30 days after notice from Donee; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended by Donee

d. Donor may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Article 8.

ii. Any material breach of this Agreement by Donee, including, but not limited to, a material breach of any representation or warranty, if Donee has not cured such breach within 30 days after notice from Donor, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Donor.

d. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Article 15.c.

e. Upon the termination of this Agreement, the following shall occur:

i To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.

ii Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees



8

and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

iii. In the event the termination occurs as set forth in Articles 7.a. and 9.d, this Agreement shall forthwith become void and there shall be no liability on the part of Donee or Donor, or their respective Council members, members, managers, officers or directors.

## 11. DONATION DATE AND DONATION.

a. This transaction shall be completed on or before May 31, 2013, at a location mutually acceptable to both parties. As used in this Agreement, the term "Donation Date" shall mean 12:00 a.m. date that this transaction is completed, unless extended by the mutual agreement of the parties.

b. At Donation:

i. Donor shall donate and convey the Wastewater System and Donated Assets to Donee, at no cost to Donee.

ii. Title to the Real Property shall be conveyed to Donee by Special Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Donated Assets shall be gifted to Donee by Bill of Sale free of all claims, liens, or encumbrances, whatsoever. Donor shall further provide to Donee such other instruments of conveyance as shall be, in the reasonable opinion of Donee and its counsel, necessary to transfer the Wastewater System and Donated Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

iii. Donor shall assign to Donee its right, title and interest in those easements, licenses, etc. identified in **Appendix "B-1."**

iv. Donor and Donee shall enter into separate Assignment and Assumption Agreements with respect to agreements which Donee agrees to assume from the (i) Developer Agreements identified in **Appendix "E"**, and (ii) Contracts and Leases identified in **Appendix "F."**

v. Real property and personal property taxes on the Donated Assets and Utility System, and any other applicable taxes, shall be prorated as of the Donation Date and Donor shall be required to pay its pro rata share at



8

Donation. All other taxes, assessments and regulatory assessment fees accrued or owed by Donor as of the Donation Date with respect to the Wastewater System and Donated Assets shall remain the obligation of Donor. All other taxes and assessments imposed or attempted to be imposed from and after the Donation Date with respect to the Wastewater System and Donated Assets, if any, shall be the obligation of Donee.

vi. Documentary stamps, recording fees, if any, to record the deeds and any other fees, assessments or charges and related instruments necessary to deliver title to the Donee shall be paid for by the Donor.

vii. Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by Donor prior to Closing shall be retained by Donor if a structure has been built, and a physical connection to the Utility System has been made prior to closing. Connection Charges paid to Donor prior to Closing for which no connection has been made shall be paid over to Donee at Closing. Connection Chargers paid after Closing shall be retained by Donee. A schedule of Connection Charges paid to Donor in the form of **Appendix "E"** shall be updated by Donor as of the Closing Date and provided to Donee and paid by Donor to Buyer at closing through the Closing Statement or as otherwise mutually agreed to by the parties.

viii. Donor shall receive payment from Donee for ninety percent (90%) of its accounts receivable (less than sixty (60 days old) for monthly water and wastewater service, net of any credit balances as of the Donation Date. Donor shall furnish to Donee, ten (10) days prior to Donation, a listing of its accounts by customer and individual amounts due receivable for bills rendered in the ordinary course of business. Additionally, an estimate of the gross revenue for water and wastewater services rendered but not yet billed as of the Donation Date shall be rendered to Donee three (3) days prior to Donation. Upon approval and acceptance by Donee, ninety percent (90%) of such unbilled revenue shall be a credit (payment) to Donor on the Closing Statement. Donee shall be entitled to all revenues collected and derived from the operation of the Wastewater System after Donation.

ix. All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.



8

x. Except as otherwise provided herein, each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Donation.

xi. All bills of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation and maintenance of the Wastewater System prior to Donation, including but not limited to electricity, phone service, and payroll for a period up to and including the Donation Date, shall be paid by Donor. Donee shall be responsible for all such costs and expenses incurred subsequent to Donation.

xii. Donee shall assume the liability for customer deposits, and Donor shall, by electronic transfer, transfer to Donee all customer deposits and accrued interest thereon, together with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits through Donation.

xiii. Each party shall deliver to the other party a certificate stating that:

(a) The party is not prohibited by decree or law from consummating the transaction contemplated hereby.

(b) There is not pending on the Donation Date any legal action or proceeding that hinders the ability of either party to close the transaction.

(c) All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Donation Date.

xiv. Donor shall deliver to Donee, in a form reasonably acceptable to Donee, an opinion of Donor's counsel substantially to the effect that:

(a) Donor is validly organized, existing and its status is active under the laws of the State of Florida.

(b) This Agreement has been duly and validly executed and approved by Donor and is a valid and binding agreement upon Donor.



g

(c) The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to Donor.

xiii. Donee shall deliver to Donor in a form acceptable to Donor, an opinion of Donee's Counsel substantially to the effect that:

(a) Donee is validly organized and existing as a political subdivision under the laws of the State of Florida.

(b) This Agreement has been duly and validly executed and approved by Donee and is a valid and binding agreement upon Donee.

(c) The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Donee.

## 12. POST DONATION COOPERATION.

a. Donor and Donee shall, after the Donation Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, transfers, powers of attorney and assurances, at no cost to Donee, as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties arising from this Agreement, and to permit Donee to operate and maintain the Wastewater System in the manner operated by Donor at the time of Donation.

b. Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. Subject to the provisions of paragraph e. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. The party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

c. Donor agrees to provide reasonable assistance to the Donee to transition the administration (including customer services and accounting functions) and



g

operation of the Wastewater System and Donated Assets for a period of one hundred twenty (120) days after the Donation Date. Donee shall reimburse Donor for reasonable costs or expenses, without markup, incurred by any services provided under this subparagraph.

d. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.

e. Donor shall make good faith efforts, at no cost to Donee, to assist Donee in securing funding from the Florida Department of Environmental Protection necessary to render operation and necessary capital improvements to the Wastewater System by Donee post-Donation. The assistance to be rendered shall consist, at minimum, of attendance by representatives of Donor at all meetings with the Florida Department of Environmental Protection relating to the required applications, funding processes.

f. At Donation, Donor and any applicable affiliated entity forever waive any claim or right to compensation or damages of any kind against Donee or County which relates to any encroachment, damage or encumbrance of any nature, type or kind that exist on the Closing Date and affect the property of Donor or any affiliated entity located contiguous to the Real Property.

13. **THIRD PARTY BENEFICIARY**. Donee and Donor acknowledge and agree that City and the Board of County Commissioners of Flagler County, Florida ("County") have entered or shall enter an interlocal agreement establishing their respective rights and obligations concerning the operation and control of the Wastewater System upon and after closing and, as such, the County is recognized as a third party beneficiary and signatory to this Agreement with all post-Closing rights of City to enforce its terms.

14. **MISCELLANEOUS PROVISIONS.**.

a. This Agreement, the Documents and the Appendices hereto, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

b. Within 15 days after the Donation, Donor shall prepare and the Donee and Donor will jointly submit a notice of transfer of the system to the FPSC in a Petition for Termination of the Certificates of Authorization of Donor. Donor shall file



8

reports, if any, required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments through the Date of Donation. All of Donor's costs and expense relative to the termination of Donor's relationship with the FPSC, including regulatory assessment fees, shall be borne by Donor. Copies of the Order(s) of the Commission acknowledging sale of the system to Donee shall be promptly provided to Donee upon Donor's receipt thereof.

c. Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation.

If to Donor, such notice shall be delivered at:

David Haas, Chief Development Officer
Plantation Bay Utility Co.
2379 Belville
Daytona Beach, FL 32119
DHaas@icihomes.com

with a copy to:

Sundstrom, Friedman & Fumero, LLP
Attn: William E. Sundstrom, Esq.
2548 Blairstone Pines Drive
Tallahassee, FL 32301
850-877-6555
wsundstrom@sfflaw.com

If to Donee, such notice shall be delivered at:

City Manager
City of Bunnell
1769 E. Moody Blvd.
Bunnell, FL 32110
386-437-7500
amartinez@bunnellcity.us

with a copy to:

City Attorney
City of Bunnell



8

P.O. Box 819
Bunnell, FL 32110
386-437-1668
attorneynowell@gmail.com

with a copy to:

County Administrator
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4000
ccoffey@flaglercounty.org

with a copy to:

County Attorney
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4005
ahadeed@flaglercounty.org

Notices shall be effective upon receipt or failure to accept delivery, electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. Eastern Daylight Time on a business day. If received after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

d. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

e. The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, it shall be assumed that no party had any more input or influence than any other.

f. This Agreement is solely for the benefit of the parties hereto, and except as provided in Section 13 of this Agreement, no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.

g. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines,



g

and the remainder of this Agreement shall be construed to be in full force and effect.

h. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.

i. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

j. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

k. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

l. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.

m. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the Donee or Donor in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the Donee or Donor, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Donee or Donor, in any such Person's individual capacity, and no such Person, in an individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the Purchase Price or for any claim based hereon or on any such stipulation, covenant, agreement, or obligation, against any such Person, in an individual capacity, either directly or through the Donee or Donor or any successor to the Donee or Donor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such Person, in an individual capacity, is hereby expressly waived and released. All references to the Donee in this paragraph shall be deemed to include the Donee, Council members, officers, employees, attorneys,



8

contractors and agents. The provisions of this Section shall survive the termination of this Agreement.

o. Donee shall bear no liability for accrued or current salaries or benefits of any kind related to Donor's construction, operation, or maintenance of the Wastewater System up to and including Donation.

p. Any default by a party to this Agreement shall be considered a default under the Agreement for Charitable Donation and any default under the Agreement for Charitable Donation shall be considered a default under this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**
**[EXECUTION PAGES TO FOLLOW]**



8

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

**DONOR**:

ATTEST:

**PLANTATION BAY UTILITY CO.**

Secretary

MORI HOSSEINI
President

(SEAL)

**DONEE:**

ATTEST:

**CITY OF BUNNELL, FLORIDA**

Clerk

CATHERINE ROBINSON
Mayor

(SEAL)

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA**

Clerk

NATE MCLAUGHLIN
Chair

(SEAL)



8

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this 11th day March, 2013 by Mori Hosseini, as President ~~David Hass, as Chief Development Officer~~ of Plantation Bay Utility Co., a Florida corporation, on behalf of the company. He is personally known to me.

J. ANDREW HAGAN
Notary Public - State of Florida
My Comm. Expires May 3, 2016
Commission # EE 108809

Notary Public

My Commission Expires:

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this 8th day of April, 2013, by Catherine Robinson, as Mayor of the City of Bunnell, on behalf of the City of Bunnell. She is personally known to me.

Notary Public

My Commission Expires:

DANIEL E. DAVIS
Notary Public - State of Florida
My Comm. Expires Jan 26, 2017
Commission # EE 842638
Bonded Through National Notary Assn.

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this 8th day of April, 2013, by Nate McLaughlin ~~Barbara Revels~~, Chair of the Board of County Commissioners of Flagler County, Florida, on behalf of Flagler County. She is personally known to me.

Lana Raymond
Notary Public

My Commission Expires:

LANA RAYMOND
Commission # EE 037551
Expires December 6, 2014
Bonded Thru Troy Fain Insurance 800-385-7019



9

APPENDIX "A"

REAL PROPERTY
Wastewater Facilities

| Parcel Identification Number | Property Description |
|---|---|
| Flagler County | |
| 03-13-31-5120-1B020-00E0 | Lift Station: Plantation Bay Phase 1B-F Unit 2 Parcel E MB 30 PG 22 PRFC 0.01 Acres |
| 03-13-31-5120-2AF05-00S0 | Lift Station: Plantation Bay Section 2A-F Unit 5 Parcel S MB 37 PG 1 PRFC 0.03 Acres |
| 03-13-31-5120-2AF01-00G0 | Lift Station: Plantation Bay Section 2A-F Unit 1 Parcel G, MB 34 PG 1 PRFC and OR 1696/1772 0.09 Acres |
| 03-13-31-5120-2AF03-00G3 | Lift Station: Plantation Bay Sec 2A-F Unit 3, Parcel G3 MB 34 PG 44 PRFC and OR 1696/1772 0.02 Acres |
| 03-13-31-5120-2AF04-0H40 | Lift Station: Plantation Bay Sec 2AF, Unit 4 Parcel H-4 MB 35 PG 5 PRFC and OR 1696/1772 0.02 Acres |
| Volusia County | |
| 14-13-31-01-00-000G | Lift Station: Plantation Bay Section 1D-V Unit 1 Tract G MB 46 PG 185 PRVC |

**APPENDIX "B-1"**

**EASEMENTS**

See Attached Composite

**EASEMENTS**

Other than Platted Easements

Utility Easements and/or Access Easements

| Grantor | Date | Book/Page |
|---|---|---|
| Plantation Bay Country Club, LLC | 02/14/2007 | 6077/1111 |
| Thomas N. Cooke, Lighthouse Dev. Group (Lift Station Parcel) | 08/16/2007 | 1648/1227 |
| Intervest at Plantation Bay | 12/04/2008 | 1695/0496 |
| Intervest at Plantation Bay | 12/04/2008 | 1695/0505 |
| Plantation Bay Country Club, LLC | 03/07/2011 | 1809/0631 |

Inst No: 2007011761; 03/05/07 01:10PM; Book: 1548 Page: 437; Total Pgs: 7
Doc Stamp-Deed $0.70 GAIL WADSWORTH, FLAGLER Co.

06/13/2007 11:37 AM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2007-135524 # 1
Book: 6077
Page: 1111

This instrument Prepared By:
RECORD AND RETURN TO:
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

**UTILITY EASEMENT DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That **PLANTATION BAY COUNTRY CLUB, LLC,** a Florida Limited Liability Company, ("the Grantor"), in consideration of Ten ($10.00) dollars and other valuable consideration receipt whereof is hereby acknowledged, does hereby grant unto **PLANTATION BAY UTILITY CO.,** a Florida Corporation ("the Grantee"), and its successors and assigns, a permanent, exclusive utility easement for the purpose of installation, drilling, maintenance location and relocation of wells, pipelines, mains, pumping stations, electric wiring of other matters reasonably related to the extraction and transmission of water, including the right of extraction of water within the Plantation Bay PUD as described in Exhibits "A", "B" and "C", attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the same unto the Grantee and its successors and assigns, together with the right to enter upon the easement area for installation and maintenance purposes, specifically reserving for Grantor and its successors the right to use the above described easement area for any and all uses which are allowed by law and are consistent with Grantee's use of the easement area for installation and maintenance of sewer and sewer utilities located on the easement area.

**IN WITNESS WHEREOF,** the Grantor has hereunto set its hand and seal this 14th day of February, 2007.

WITNESSES:

Beth Miller
BETH MILLER
Print or Type Name

Jennifer Barr
Jennifer Barr
Print or Type Name

**PLANTATION BAY COUNTRY CLUB, LLC,** a Florida limited liability company
By: Prestwick Management, LLC, a Florida limited liability company
By: Prestwick at Plantation Bay, a Florida general partnership
By: MHK of Volusia County, Inc., a Florida Corporation, Its managing general partner.

By: _____
Douglas R. Ross, Jr., Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2007, by Douglas R. Ross, Jr., as Vice President, **PLANTATION BAY COUNTRY CLUB, LLC,** a Florida limited liability company, by Prestwick Management, LLC, a Florida limited liability company, by Prestwick at Plantation Bay, a Florida general partnership, by MHK of Volusia County, Inc., a Florida Corporation, It's managing general partner. He is personally known to me.

BETH MILLER
Notary Public - State of Florida
My Commission Expires Jan 9, 2009
Commission # DD 353710

NOTARY PUBLIC:
Sign: Beth Miller
Print: **BETH MILLER**
State of Florida At Large

(Seal) My Commission Expires:

V:\Documents Server\PROJECTS\PB Project\PB LBV-1A - Bay Drive Realignment - VOLUSIA & FLAGLER\Legal Docs - Bonds - Easements - NOC\Bay Dr Re-Align - Utility Easement deed 3 legals from PBCC to PBUC 2-14-07.doc



8

# EXHIBIT "A"

LEGAL DESCRIPTION FOR LIFT STATION EASEMENT:
A PORTION OF TRACT SC-9A, PLANTATION BAY - BAY DRIVE RE-ALIGNMENT AS RECORDED IN MAP BOOK 35, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE, COMMENCE AT THE EASTERLY CORNER OF SAID TRACT SC-9A; SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 4°36'31", A CHORD OF 66.34 FEET, AND A CHORD BEARING OF S43°14'52"W; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING; THENCE N40°42'56"W A DISTANCE OF 49.07 FEET; THENCE S53°23'42"W A DISTANCE OF 30.08 FEET; THENCE S40°42'56"E A DISTANCE OF 56.16 FEET; THENCE N39°17'55"E A DISTANCE OF 6.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 1°38'42", A CHORD OF 23.69 FEET, AND A CHORD BEARING OF N40°07'16"E; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 23.69 FEET TO THE POINT OF BEGINNING.
CONTAINING 1576 SQUARE FEET = 0.04 ACRES MORE OR LESS

GENERAL NOTES:
1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE-1927 HORIZONTAL DATUM).
2. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
3. R= RADIUS
L = ARC LENGTH
D = DELTA (CENTRAL ANGLE)
C = CHORD
CB = CHORD BEARING

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTIONS 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

M. Lisa LaBree

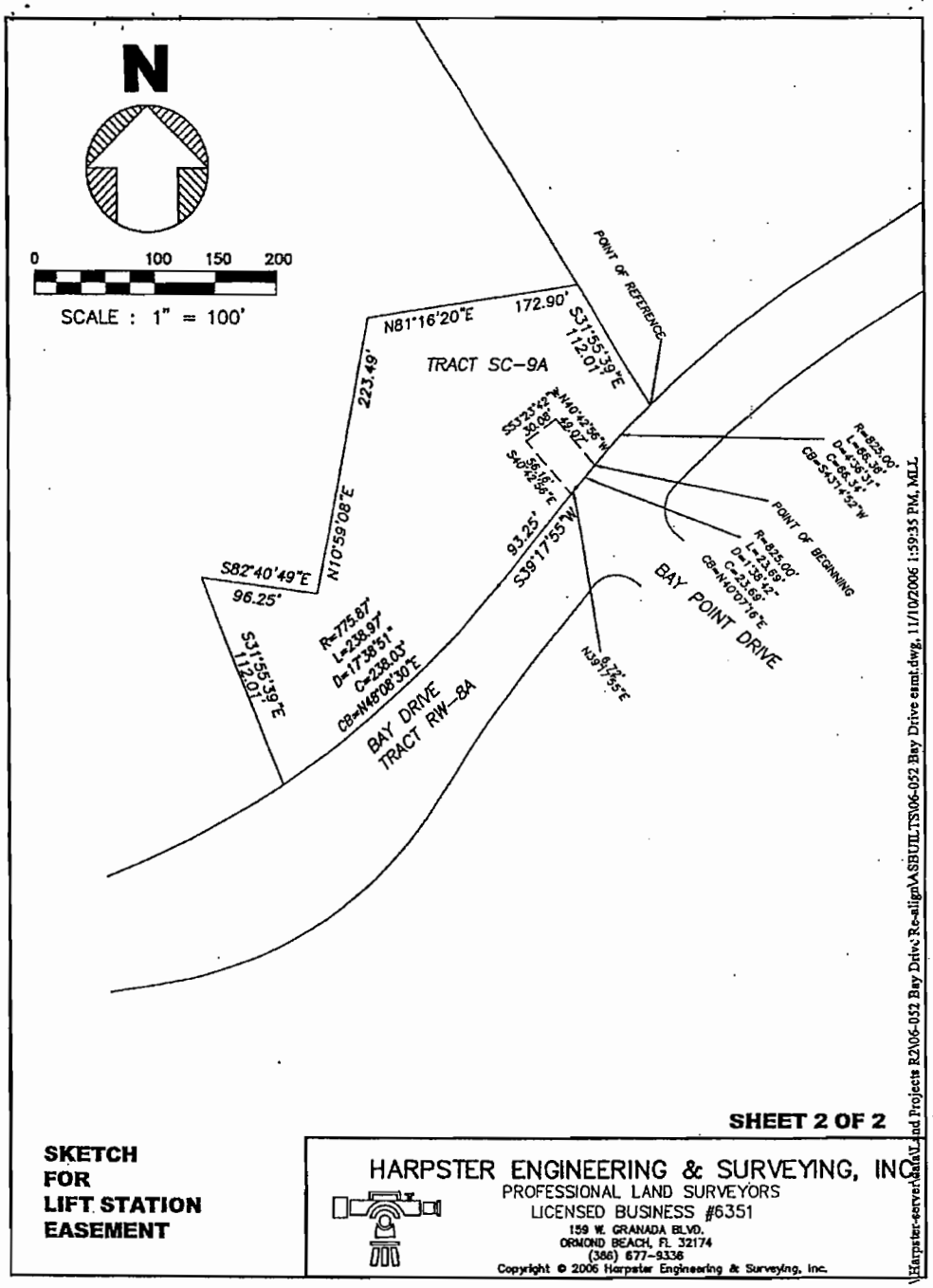
FRED M. HARPSTER, P.E./P.S.M. #4724/#1127
M. LISA LABREE, P.S.M. #5445
SUSAN H. McCOY, P.S.M. #6373
UNLESS EMBOSSED WITH THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**LEGAL DESCRIPTION AND NOTES FOR LIFT STATION EASEMENT**

**SHEET 1 OF 2**

\\Harpster-server\data\Land Projects R2\06-052 Bay Drive Re-align\ASBUILT\3006-052 Bay Drive esmt.dwg, 11/10/2006 2:00:02 PM, MLL

Instrument# 2007-135524 # 3
Book: 6077
Page: 1113




SHEET 2 OF 2

**SKETCH FOR LIFT STATION EASEMENT**

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336

Copyright © 2006 Harpster Engineering & Surveying, Inc.

\\Harpster-server\data\Land Projects R2\06-052 Bay Drive\Re-align\ASBUILTS\06-052 Bay Drive easmt.dwg, 11/10/2006 1:59:35 PM, MLL

# EXHIBIT "B"

LEGAL DESCRIPTION FOR LIFT STATION EASEMENT:
A PORTION OF TRACT SC-10, PLANTATION BAY - PHASE 1-A, AS RECORDED IN MAP BOOK 27, PAGES 40 THROUGH 48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE, COMMENCE AT THE NORTHERLY CORNER OF SAID TRACT SC-10; THENCE S71°33'16"W A DISTANCE OF 42.44 FEET TO THE POINT OF BEGINNING; THENCE S18°26'44"E A DISTANCE OF 30.00 FEET; THENCE S71°33'16"W A DISTANCE OF 30.79 FEET; THENCE N18°26'44"W A DISTANCE OF 30.00 FEET; THENCE N71°33'16"E A DISTANCE OF 30.79 FEET TO THE POINT OF BEGINNING.
CONTAINING 924 SQUARE FEET = 0.02 ACRES MORE OR LESS

GENERAL NOTES:
1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE-1927 HORIZONTAL DATUM).
2. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
3. R= RADIUS
L = ARC LENGTH
D = DELTA (CENTRAL ANGLE)
C = CHORD
CB = CHORD BEARING

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTIONS 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

M. Lisa LaBree

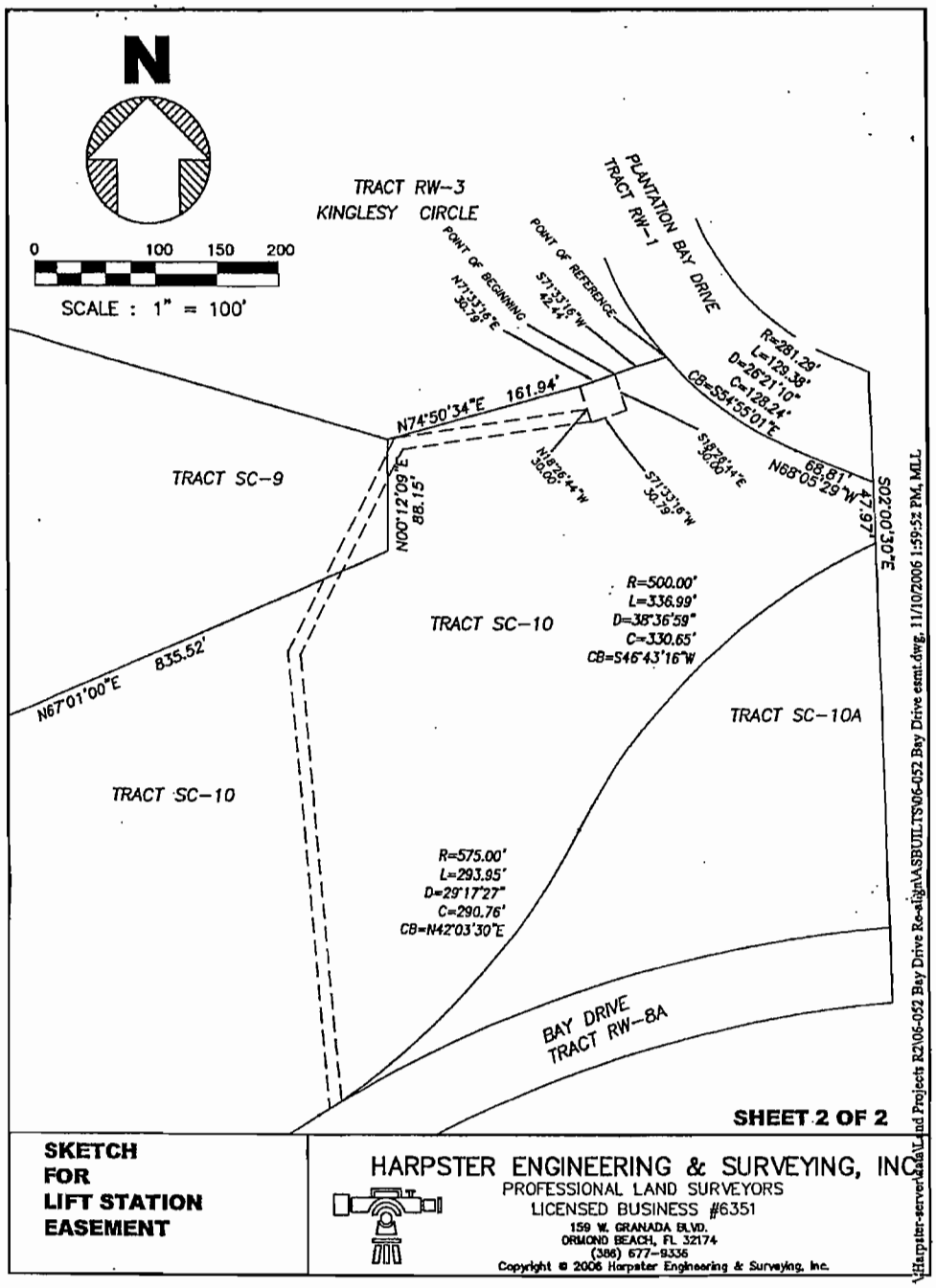
FRED M. HARPSTER, P.E./P.S.M. #4724/#1127
M. LISA LABREE, P.S.M. #5445
SUSAN H. McCOY, P.S.M. #6373
UNLESS EMBOSSED WITH THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**LEGAL DESCRIPTION AND NOTES FOR LIFT STATION EASEMENT**

**SHEET 1 OF 2**

\\Harpster-server\Data\Land Projects R2\06-052 Bay Drive Re-align\ASBUILTS\06-052 Bay Drive esmt.dwg, 11/10/2006 2:00:19 PM, MLL

Instrument# 2007-135524 # 5
Book: 6077
Page: 1115




**SKETCH FOR LIFT STATION EASEMENT**

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336

Copyright © 2006 Harpster Engineering & Surveying, Inc.

\\Harpster-server\data\Land Projects R2\06-052 Bay Drive Re-align\ASBUILTS\06-052 Bay Drive esmt.dwg, 11/10/2006 1:59:52 PM, MLL

8

# EXHIBIT "C"

LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT:
A PORTION OF TRACT SC-9 AND TRACT SC-10, PLANTATION BAY - PHASE 1-A, AS RECORDED IN MAP BOOK 27, PAGES 40 THROUGH 48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A PORTION OF TRACT SC-10A, PLANTATION BAY - BAY DRIVE RE-ALIGNMENT, AS RECORDED IN MAP BOOK 35, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE, COMMENCE AT THE NORTHERLY CORNER OF SAID TRACT SC-10; THENCE S71°33'16"W A DISTANCE OF 73.23 FEET; THENCE S18°26'44"E A DISTANCE OF 19.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°26'44"E A DISTANCE OF 10.16 FEET; THENCE S81°37'10"W A DISTANCE OF 154.53 FEET; THENCE S27°50'55"W A DISTANCE OF 183.27 FEET; THENCE S05°25'46"E A DISTANCE OF 356.74 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 0°35'45", A CHORD OF 11.02 FEET, AND A CHORD BEARING OF S59°42'12"W; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 11.02 FEET; THENCE N05°25'46"W A DISTANCE OF 364.36 FEET; THENCE N27°50'55"E A DISTANCE OF 191.33 FEET; THENCE N81°37'10"E A DISTANCE OF 157.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 7040 SQUARE FEET = 0.16 ACRES MORE OR LESS

GENERAL NOTES:
1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE-1927 HORIZONTAL DATUM).
2. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
3. R= RADIUS
L = ARC LENGTH
D = DELTA (CENTRAL ANGLE)
C = CHORD
CB = CHORD BEARING

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTIONS 472.027. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

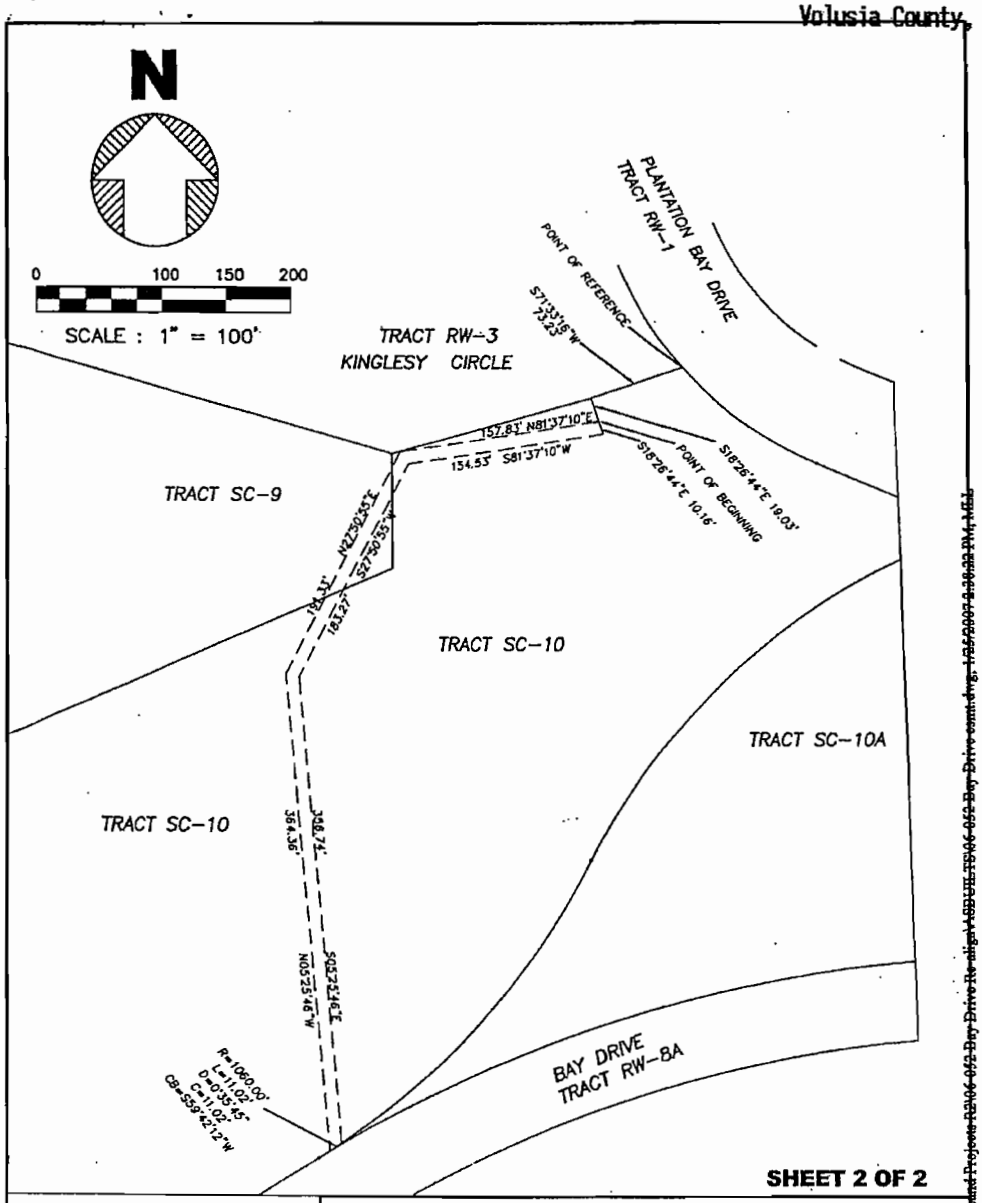
M. Lisa LaBree

FRED M. HARPSTER, P.E./P.S.M. #4724/#1127
M. LISA LABREE, P.S.M. #5445
SUSAN H. McCOY, P.S.M.#6373
UNLESS EMBOSSED WITH THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**LEGAL DESCRIPTION AND NOTES FOR SANITARY SEWER EASEMENT**

**SHEET 1 OF 2**

Instrument# 2007-135524 # 7
Book: 6077
Page: 1117
Diane M. Matousek
Volusia County, Clerk of Court




**SKETCH FOR SANITARY SEWER EASEMENT**

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.

CIRCUIT COURT SUUM CUIQUE FLAGLER COUNTY, FLORIDA
I HEREBY CERTIFY this to be a true And correct copy of the original
GAIL WADSWORTH
CLERK OF COURTS
By

Inst No: 2007011761; 03/05/07 01:10PM; Book: 1548 Page: 437; Total Pgs: 7
Doc Stamp-Deed $0.70 GAIL WADSWORTH, FLAGLER Co.

This instrument Prepared By:
RECORD AND RETURN TO:
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

# UTILITY EASEMENT DEED

**KNOW ALL MEN BY THESE PRESENTS:** That **PLANTATION BAY COUNTRY CLUB, LLC,** a Florida Limited Liability Company, ("the Grantor"), in consideration of Ten ($10.00) dollars and other valuable consideration receipt whereof is hereby acknowledged, does hereby grant unto **PLANTATION BAY UTILITY CO.,** a Florida Corporation ("the Grantee"), and its successors and assigns, a permanent, exclusive utility easement for the purpose of installation, drilling, maintenance location and relocation of wells, pipelines, mains, pumping stations, electric wiring of other matters reasonably related to the extraction and transmission of water, including the right of extraction of water within the Plantation Bay PUD as described in Exhibits "A", "B" and "C", attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the same unto the Grantee and its successors and assigns, together with the right to enter upon the easement area for installation and maintenance purposes, specifically reserving for Grantor and its successors the right to use the above described easement area for any and all uses which are allowed by law and are consistent with Grantee's use of the easement area for installation and maintenance of sewer and sewer utilities located on the easement area.

**IN WITNESS WHEREOF,** the Grantor has hereunto set its hand and seal this 14th day of February, 2007.

WITNESSES:

Beth Miller
BETH MILLER
Print or Type Name

Jennifer Barr
Jennifer Barr
Print or Type Name

**PLANTATION BAY COUNTRY CLUB, LLC,** a Florida limited liability company
By: Prestwick Management, LLC, a Florida limited liability company
By: Prestwick at Plantation Bay, a Florida general partnership
By: MHK of Volusia County, Inc., a Florida Corporation, Its managing general partner.

By: _____
Douglas R. Ross, Jr., Vice President

(Corporate Seal)

UNOFFICIAL DOCUMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2007, by Douglas R. Ross, Jr., as Vice President, **PLANTATION BAY COUNTRY CLUB, LLC,** a Florida limited liability company, by Prestwick Management, LLC, a Florida limited liability company, by Prestwick at Plantation Bay, a Florida general partnership, by MHK of Volusia County, Inc., a Florida Corporation, It's managing general partner. He is personally known to me.

BETH MILLER
Notary Public - State of Florida
My Commission Expires Jan 9, 2009
Commission # DD 353710

NOTARY PUBLIC:
Sign: Beth Miller
Print: **BETH MILLER**
State of Florida At Large

(Seal) My Commission Expires:

V:\Documents Server\PROJECTS\PB Project\PB 1BV-1A - Bay Drive Realignment - VOLUSIA & FLAGLER\Legal Docs - Bonds - Easements - NOC\Bay Dr ReAlign - Utility Easement deed 3 legals from PBCC to PBUC 2-14-07.doc



8

# EXHIBIT "A"

LEGAL DESCRIPTION FOR LIFT STATION EASEMENT:
A PORTION OF TRACT SC–9A, PLANTATION BAY – BAY DRIVE RE–ALIGNMENT AS RECORDED IN MAP BOOK 35, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE, COMMENCE AT THE EASTERLY CORNER OF SAID TRACT SC–9A; SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 4°36'31", A CHORD OF 66.34 FEET, AND A CHORD BEARING OF S43°14'52"W; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING; THENCE N40°42'56"W A DISTANCE OF 49.07 FEET; THENCE S53°23'42"W A DISTANCE OF 30.08 FEET; THENCE S40°42'56"E A DISTANCE OF 56.16 FEET; THENCE N39°17'55"E A DISTANCE OF 6.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 1°38'42", A CHORD OF 23.69 FEET, AND A CHORD BEARING OF N40°07'16"E; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 23.69 FEET TO THE POINT OF BEGINNING.
CONTAINING 1576 SQUARE FEET = 0.04 ACRES MORE OR LESS

GENERAL NOTES:
1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE–1927 HORIZONTAL DATUM).
2. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
3. R= RADIUS
L = ARC LENGTH
D = DELTA (CENTRAL ANGLE)
C = CHORD
CB = CHORD BEARING

UNOFFICIAL DOCUMENT

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677–9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTIONS 472.027. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

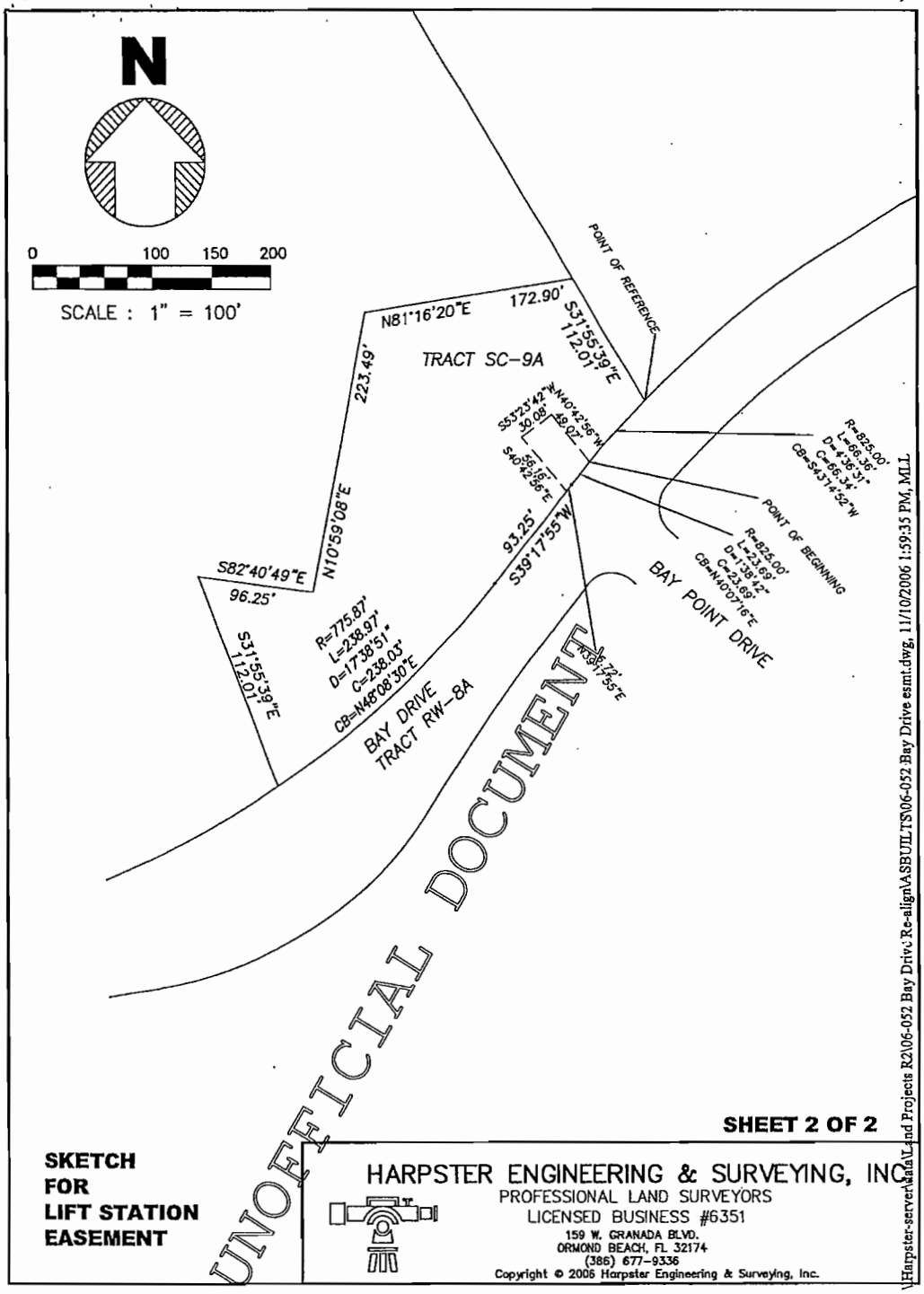
M. Lisa LaBree

FRED M. HARPSTER, P.E./P.S.M. #4724/#1127
M. LISA LABREE, P.S.M. #5445
SUSAN H. McCOY, P.S.M. #6373
UNLESS EMBOSSED WITH THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**LEGAL DESCRIPTION AND NOTES FOR LIFT STATION EASEMENT**

**SHEET 1 OF 2**

\\Harpster-server\data\Land Projects R2\06-052 Bay Drive Re-Align\ASBUILT\3\06-052 Bay Drive esmt.dwg, 11/10/2006 2:00:02 PM, MLL




**SHEET 2 OF 2**

**SKETCH FOR LIFT STATION EASEMENT**

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336

Copyright © 2006 Harpster Engineering & Surveying, Inc.

\\Harpster-server\Data\Land Projects R2\06-052 Bay Drive\Re-align\ASBUILTS\06-052 Bay Drive esmt.dwg, 11/10/2006 1:59:35 PM, MLL

**EXHIBIT "B"**

LEGAL DESCRIPTION FOR LIFT STATION EASEMENT:
A PORTION OF TRACT SC-10, PLANTATION BAY – PHASE 1-A, AS RECORDED IN MAP BOOK 27, PAGES 40 THROUGH 48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE, COMMENCE AT THE NORTHERLY CORNER OF SAID TRACT SC-10; THENCE S71°33'16"W A DISTANCE OF 42.44 FEET TO THE POINT OF BEGINNING; THENCE S18°26'44"E A DISTANCE OF 30.00 FEET; THENCE S71°33'16"W A DISTANCE OF 30.79 FEET; THENCE N18°26'44"W A DISTANCE OF 30.00 FEET; THENCE N71°33'16"E A DISTANCE OF 30.79 FEET TO THE POINT OF BEGINNING.
CONTAINING 924 SQUARE FEET = 0.02 ACRES MORE OR LESS

GENERAL NOTES:
1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE--1927 HORIZONTAL DATUM).
2. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
3. R= RADIUS
L = ARC LENGTH
D = DELTA (CENTRAL ANGLE)
C = CHORD
CB = CHORD BEARING

UNOFFICIAL DOCUMENT

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTIONS 472.027. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

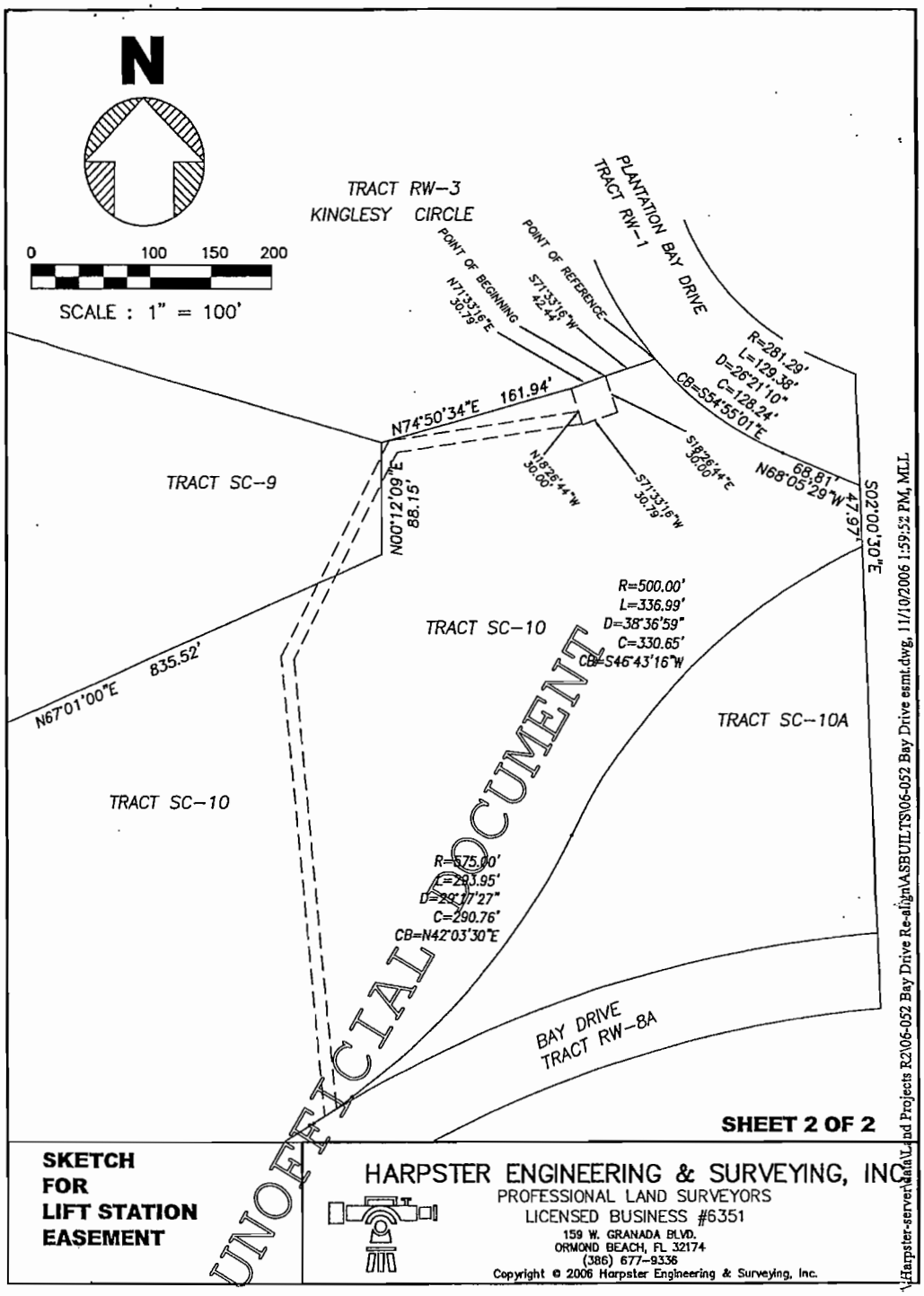
M. Lisa LaBree

FRED M. HARPSTER, P.E./P.S.M. #4724/#1127
M. LISA LABREE, P.S.M. #5445
SUSAN H. McCOY, P.S.M. #6373
UNLESS EMBOSSED WITH THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**LEGAL DESCRIPTION AND NOTES FOR LIFT STATION EASEMENT**

**SHEET 1 OF 2**

\\Harpster-server\data\Land Projects R2\06-052 Bay Drive Re-align\ASBUILTS\06-052 Bay Drive esmt.dwg, 11/10/2006 2:00:19 PM, MLL


N
0 100 150 200
SCALE : 1" = 100'
TRACT RW-3
KINGLESY CIRCLE
PLANTATION BAY DRIVE
TRACT RW-1
POINT OF BEGINNING
N71°33'16"E
30.79'
POINT OF REFERENCE
S71°33'16"W
42.44'
R=281.29'
L=129.38'
D=26°21'10"
C=128.24'
CB=S54°55'01"E
N74°50'34"E 161.94'
N18°26'44"W
30.00'
S71°33'16"W
30.79'
S18°26'44"E
30.00'
68.81'
N68°05'29"W
47.97'
S02°00'30"E
TRACT SC-9
N00°12'09"E
88.15'
R=500.00'
L=336.99'
D=38°36'59"
C=330.65'
CB=S46°43'16"W
TRACT SC-10
N67°01'00"E 835.52'
TRACT SC-10A
TRACT SC-10
R=575.00'
L=293.95'
D=29°37'27"
C=290.76'
CB=N42°03'30"E
BAY DRIVE
TRACT RW-8A
UNOFFICIAL DOCUMENT
SHEET 2 OF 2
SKETCH
FOR
LIFT STATION
EASEMENT
HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.
V:\Harpster-server\data\Land Projects R2\06-052 Bay Drive Re-align\ASBUILTS\06-052 Bay Drive esmt.dwg, 11/10/2006 1:59:52 PM, MLL

8

**EXHIBIT "C"**

LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT:
A PORTION OF TRACT SC-9 AND TRACT SC-10, PLANTATION BAY - PHASE 1-A, AS RECORDED IN MAP BOOK 27, PAGES 40 THROUGH 48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A PORTION OF TRACT SC-10A, PLANTATION BAY - BAY DRIVE RE-ALIGNMENT, AS RECORDED IN MAP BOOK 35, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE, COMMENCE AT THE NORTHERLY CORNER OF SAID TRACT SC-10; THENCE S71°33'16"W A DISTANCE OF 73.23 FEET; THENCE S18°26'44"E A DISTANCE OF 19.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°26'44"E A DISTANCE OF 10.16 FEET; THENCE S81°37'10"W A DISTANCE OF 154.53 FEET; THENCE S27°50'55"W A DISTANCE OF 183.27 FEET; THENCE S05°25'46"E A DISTANCE OF 356.74 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 0°35'45", A CHORD OF 11.02 FEET, AND A CHORD BEARING OF S59°42'12"W; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 11.02 FEET; THENCE N05°25'46"W A DISTANCE OF 364.36 FEET; THENCE N27°50'55"E A DISTANCE OF 191.33 FEET; THENCE N81°37'10"E A DISTANCE OF 157.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 7040 SQUARE FEET = 0.16 ACRES MORE OR LESS

GENERAL NOTES:
1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE-1927 HORIZONTAL DATUM).
2. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
3. R= RADIUS
L = ARC LENGTH
D = DELTA (CENTRAL ANGLE)
C = CHORD
CB = CHORD BEARING

UNOFFICIAL DOCUMENT

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336
Copyright © 2006 Harpster Engineering & Surveying, Inc.

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTIONS 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

M. Lisa LaBree

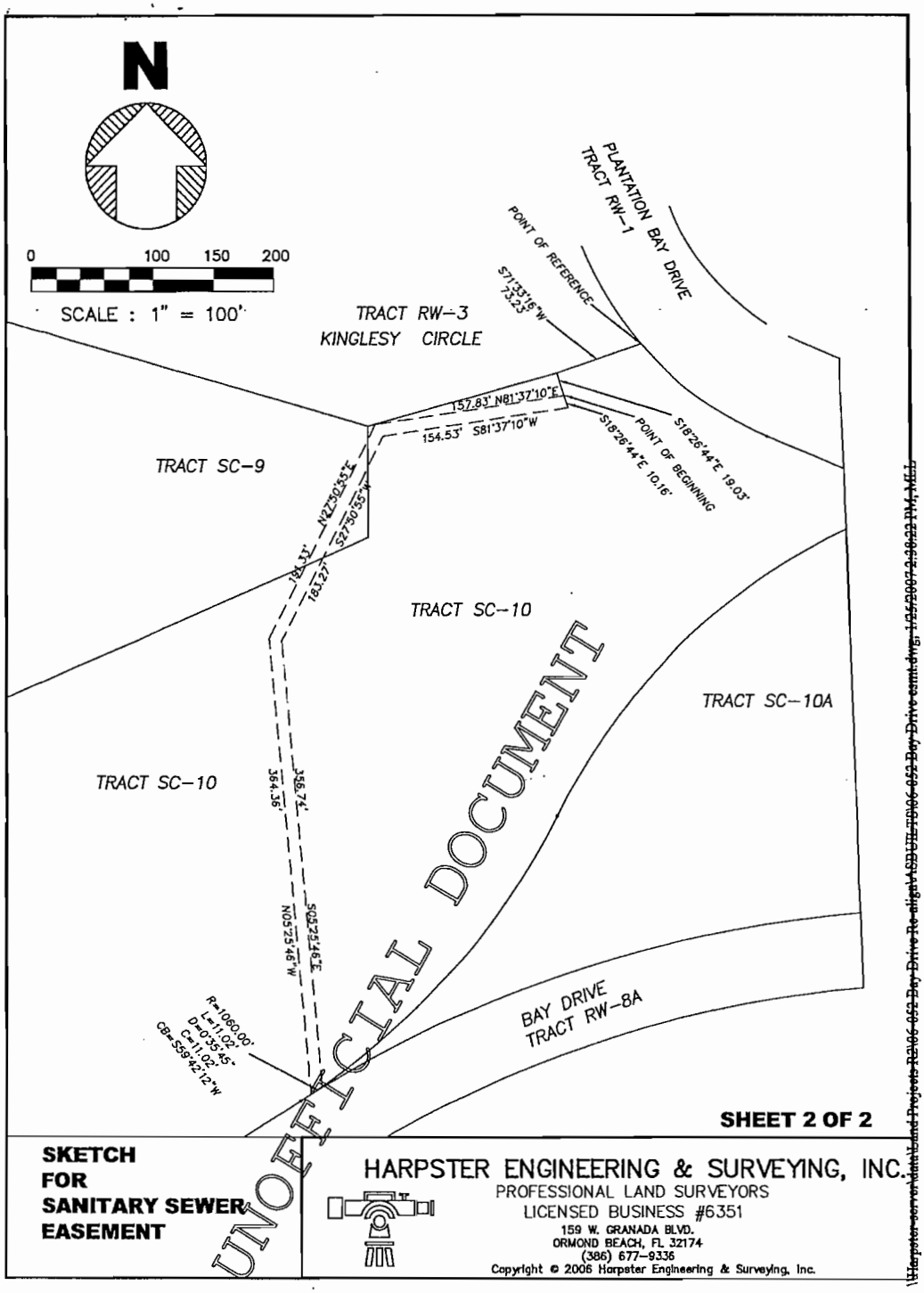
FRED M. HARPSTER, P.E./P.S.M. #4724/#1127
M. LISA LABREE, P.S.M. #5445
SUSAN H. McCOY, P.S.M. #6373
UNLESS EMBOSSED WITH THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**LEGAL DESCRIPTION AND NOTES FOR SANITARY SEWER EASEMENT**

**SHEET 1 OF 2**

\\Harpster-server\data\Land Projects\R3106-052 Bay Drive Re-alignment\EDU\R3106-052 Bay Drive esmt.dwg, 1/25/2007 2:38:43 PM, MEL

8




**SKETCH FOR SANITARY SEWER EASEMENT**

HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
159 W. GRANADA BLVD.
ORMOND BEACH, FL 32174
(386) 677-9336

Copyright © 2006 Harpster Engineering & Surveying, Inc.

\\Harpster-server\data\Land Projects R2106-053 Bay Drive Re-align\SRDH R2106-053 Bay Drive esmt.dwg, 1/25/2007 2:39:22 PM, AMH

8

Inst No: 2008007309 03/11/2008
11:32AM Book: 1648 Page: 1227 Total Pgs: 8
Doc Stamp-Deed $0.70
GAIL WADSWORTH, FLAGLER Co.

This Instrument Prepared By:
Thomas S. Hart, Esquire
Cobb & Cole
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

# UTILITY EASEMENT AGREEMENT
(Lift Station Parcel)

THIS Utility Easement Agreement made this 16TH day of ~~July~~ August, 2007, by THOMAS N. COOKE, LIGHTHOUSE DEVELOPMENT GROUP, INC., a Georgia corporation, OLD DIXIE PARTNERS, LLC, a Florida limited liability company, and BRIAN J. GRABOWSKI AND AMY GRABOWSKI, husband and wife, whose address is 301 South Central Avenue, Flagler Beach, Florida 32136 (hereinafter collectively referred to as "Grantor"), to the PLANTATION BAY UTILITY COMPANY, a Florida corporation (hereinafter referred to as the "PBUC").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain property described as:

A portion of Lot 19, DIXIE COMMONS SUBDIVISION, as recorded in Map Book 35, Pages 77 and 78, of the Public Records of Flagler County, Florida, being in Section 3, Township 13 South, Range 31 East, Flagler County, Florida and being more particularly described as follows:

Commencing at the northwest corner of said Dixie Commons run S00°33'56"E, a distance of 324.72 feet to the beginning of a curve concave Northwest having a radius of 112.58 feet and a central angle of 59°55'09"; thence Southwesterly along the arc of said curve a distance of 117.73 feet; thence S59°21'13"W, a distance of 52.22 feet to the Northwest corner of Lot 19 and the Point of Beginning. From the Point of Beginning run S14°21'13"W, a distance of 87.46 feet to the Southerly line of said Lot 19; thence N75°38'47"W, along the said Southerly line of Lot 19, a distance of 6.10 feet; thence continue along the Southerly line of said Lot 19, N30°38'47"W, a distance of 57.53 feet to the Westerly line of said Lot 19; thence N59°21'13"E, along the said Westerly line of Lot 19, a distance of 66.16 feet to the Point of Beginning;

(the **"Easement"**), as depicted in the sketch attached as "Exhibit A" hereto; said property having lift station improvements located thereon; and

WHEREAS, Grantor has agreed to convey to the PBUC the lift station improvements located on the Easement, along with rights of access to the lift station for maintenance and repair.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged:

Grantor hereby gives, grants, bargains, sells, assigns, transfers and conveys to PBUC, an exclusive, perpetual easement for access over, across and through the real property described as the Easement above and for maintenance, repair and replacement of the lift station improvements located thereon, subject however, to the 15 foot public utility easement along the front of Lot 19, and conservation easement in favor of St. Johns River Water Management District, both easements having been created under the plat of Dixie Commons Subdivision.



8

FURTHER, Grantor does hereby assign to PBUC a non-exclusive right of access for ingress and egress to the Easement area from Old Dixie Highway by means of that certain sixty (60) foot road described in Trustee's Deed recorded in **Official Records Book 1166, Page 1943 et seq.**, Public Records of Flagler County, Florida.

Grantor does hereby covenant with PBUC that it is lawfully seized and possessed of the Easement and it has the right to convey the Easement.

The grants hereunder are subject to the following conditions:

1. Upon abandonment or relocation of the lift station by the PBUC, this Easement Agreement shall be released in full by the PBUC upon the written request of the Grantor or its successors or assigns.

2. Grantor agrees that during the term of this Utility Easement Agreement it will not install fencing or landscaping that acts to impair access to or use of the Easement by PBUC as a lift station site.

TO HAVE AND TO HOLD said Easement unto the PBUC, its successors, assigns, and for the purposes aforesaid. The covenants and agreements herein made shall be burdens upon and run with the property and shall be binding upon Grantor and its successors and assigns as the case may be.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

**"GRANTOR"**

Signed, sealed and delivered
in the presence of:

Lisa P Smith
Lisa P Smith
Name printed or typed

Cristyl L Hill
Cristyl L. Hill
Name printed or typed

**THOMAS N. COOKE**

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 7th day of August, 2007, by **Thomas N. Cooke** who is personally known to me or has produced _____ as identification.

CRISTYL L. HILL
MY COMMISSION #DD677362
EXPIRES: JUL 12, 2008
Bonded through 1st State Insurance

NOTARY PUBLIC:

Sign: Cristyl L Hill
Print: Cristyl L. Hill
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: FLORIDA NOTARY PUBLIC
Commission Number: DD677362



8

**LIGHTHOUSE DEVELOPMENT, INC.**, a Georgia corporation

Lisa Smith
Lisa Smith
Name printed or typed

Cristyl L. Hill
Cristyl L. Hill
Name printed or typed

By: _____
Name **RICH SMITH**
Its: President

(Corporate Seal)

Address: 301 South Central Ave
Flagler Beach, FL 32136

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 16TH day of August, 2007, by **Rich Smith**, as President of Lighthouse Development, Inc., a Georgia corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:
Sign: Cristyl L. Hill
Print: Cristyl L. Hill
State of Florida At Large
(Seal)
My Commission Expires: 7-12-08
Title/Rank: Florida Notary Public
Commission Number: DD677362

CRISTYL L. HILL
MY COMMISSION #DD677362
EXPIRES: JUL 12, 2008
Bonded through 1st State Insurance

**OLD DIXIE PARTNERS, LLC**, a Florida limited liability company

BY: **Lighthouse Development, Inc.**, a Georgia corporation
Manager

Lisa Smith
Lisa Smith
Name printed or typed

Cristyl L. Hill
Cristyl L. Hill
Name printed or typed

By: _____
Name **RICH SMITH**
Its: President

(Corporate Seal)

Address: 301 South Central Ave
Flagler Beach, FL 32136



8

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 16TH day of ~~July~~ August, 2007, by **Rich Smith**, as President of Lighthouse Development, Inc., a Georgia corporation, the Manager of Old Dixie Partners, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

CRISTYL L. HILL
MY COMMISSION #DD677362
EXPIRES: JUL 12, 2008
Bonded through 1st State Insurance

Sign: Cristyl L. Hill
Print: Cristyl L. Hill
State of Florida At Large
(Seal)
My Commission Expires: 7-12-08
Title/Rank: Florida Notary Public
Commission Number: DD677362



8

Shirley Martin
Shirley Martin
Name printed or typed

Lisa MacIver
Lisa MacIver
Name printed or typed

BRIAN J. GRABOWSKI

Amy D Grabowski
AMY GRABOWSKI

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 7th day of August, 2007, by **Brian J. Grabowski and Amy Grabowski,** husband and wife who is personally known to me or has produced _____ as identification.

LISA MacIVER
Notary Public, State of Florida
My comm. exp. Aug. 26, 2010
Comm. No. DD 632258

NOTARY PUBLIC:
Sign: Lisa MacIver
Print: Lisa MacIver
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: Processor
Commission Number: DD632258

## CONSENT BY MORTGAGE HOLDER

**Prosperity Bank**, a Florida corporation, the owner and holder of a mortgage encumbering the abovedescribed real property and the improvements, fixtures and personal property located thereon, does hereby consent to the foregoing grant and conveyance of easement to Plantation Bay Utility Company.

Dated: Aug. 8th, 2007

**PROSPERITY BANK**, a Florida corporation

By: Alan D. Douglas
Name: ALAN D. DOUGLAS
Its: _____ President

S. Richards
S. Richards
Witness name printed or typed

Valerie Hymiller
Witness name printed or typed

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Flagler.

The foregoing instrument was acknowledged before me this 8th day of ~~July~~ Aug, 2007, by _____, as _____ of **Prosperity Bank**, on behalf of the bank. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: S. Richards
Print: S. Richards
State of Florida. _____ At Large
(Seal)
My Commission Expires:
Title/Rank: _____
Commission Number: _____

SUZANNE RICHARDS
Notary Public - State of Florida
My Commission Expires Apr 26, 2010
Commission # DD 545434
Bonded By National Notary Assn



8

## CONSENT BY MORTGAGE HOLDER

PEOPLES FIRST COMMUNITY BANK, a Florida corporation, the owner and holder of a mortgage encumbering the abovedescribed real property and the improvements, fixtures and personal property located thereon, does hereby consent to the foregoing grant and conveyance of easement to Plantation Bay Utility Company.

Dated: August 14th, 2007

**PEOPLES FIRST COMMUNITY BANK,**
a Florida corporation

By: _____
Name: Scott Bamford
Its: Vice President

_____
Alison Oliveri
Witness name printed or typed

_____
LORI GOTTLIEB
Witness name printed or typed

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Flagler

The foregoing instrument was acknowledged before me this 14th day of ~~July~~ August, 2007, by Scott Bamford, as Vice President of **Peoples First Community Bank**, on behalf of the bank. He or she is personally known to me or has produced _____ as identification.

ALISON OLIVERI
Notary Public - State of Florida
My Commission Expires Jan 12, 2010
Commission # DD 506325
Bonded By National Notary Assn.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large
(Seal)
My Commission Expires:
Title/Rank: _____
Commission Number: _____



8

EXHIBIT "A"

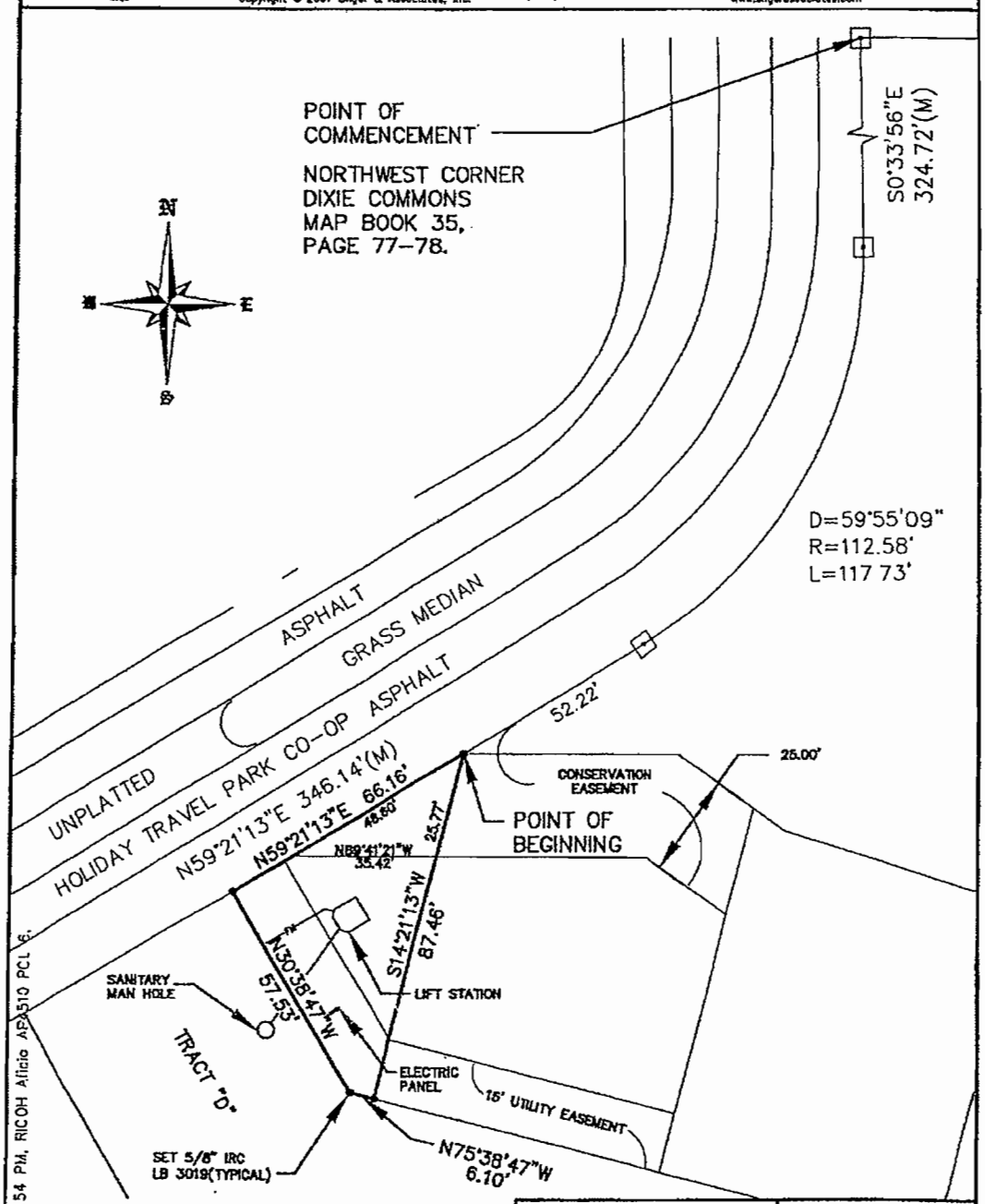
# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION # 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

Copyright © 2007 Sliger & Associates, Inc.

www.sligerassociates.com




07\07-0921 dwg, 6/18/2007 12:55:54 PM, RICOH Aficio AP3510 PCL 6.

FOR: ***LIGHTHOUSE DEVOLOPMENT GROUP INC.***

DESCRIPTION: (SEE SHEET 2 OF 2)

## BOUNDARY SURVEY

JOB #07-0921

SCALE 1"= 30' FIELD BOOK 1137 PAGE 74

### ABBREVIATIONS

| | |
|---|---|
| (P) | PLATTED DIMENSION |
| (D) | DEEDED DIMENSION |
| (M) | MEASURED DIMENSION |
| (C) | CALCULATED DIMENSION |
| ID | IDENTIFICATION |
| A/C | AIR CONDITIONER |
| R/W | RIGHT OF WAY |
| ℄ | CENTERLINE |
| D | CENTRAL ANGLE |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| FP&L CO. | FLORIDA POWER & LIGHT COMPANY |
| N.G.V.D. | NATIONAL GEODETIC VERTICAL DATUM |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

SHEET 1 OF 2

### LEGEND

| | |
|---|---|
| ● | IRON ROD WITH CAP |
| ○ | IRON PIPE |
| □ | CONCRETE MONUMENT |
| ■ | PERMANENT REFERENCE MONUMENT |
| △ | PERMANENT CONTROL POINT |
| (R) | RADIAL LINE |
| (NR) | NON-RADIAL LINE |
| ⬭ | EXISTING ELEVATION |
| ▭ | PROPOSED ELEVATION |

8

Inst No: 2008039022 12/17/2008
02:24PM Book: 1695 Page: 496 Total Pgs: 4
Doc Stamps-Deed$0.70
GAIL WADSWORTH, FLAGLER Co.

This Instrument Prepared by:
Intervest at Plantation Bay
J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

After Recording Return to:
Intervest at Plantation Bay
J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, Florida 32119

# NON-EXCLUSIVE ACCESS EASEMENT

**THIS NON-EXCLUSIVE ACCESS EASEMENT** (this "Easement") is granted and conveyed as of the 4th day of Dec., 2008 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership, whose address is 2379 Beville Road, Daytona Beach, Florida 32119, hereinafter called the "Grantor", to **TOMOKA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under the laws of the State of Florida, whose address is: 14785 Old St. Augustine Road, Suite 4, Jacksonville, Florida 32258; **PLANTATION BAY UTILTIY CO.**, a Florida corporation, whose post office address is: 100 Plantation Bay Drive, Ormond Beach, Florida 32171; **PLANTATION BAY COUNTRY CLUB, LLC,** a Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, Florida 32119 and **WESTLAKE AT PLANTATION BAY PROPERTY OWERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 2379 Beville Road, Daytona Beach, Florida 32119, hereinafter collectively referred to as "Grantee".

**WITNESSETH:**

**WHEREAS,** Grantor is the owner of fee simple title to certain real property in Flagler County, Florida as described in **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Easement Parcels"); and

**WHEREAS,** Grantor desires to grant to Grantee this certain access easement and right over the Easement Parcels.

**NOW THEREFORE,** in consideration of the mutual covenants, premises, terms, and conditions set forth herein and for other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Access Easement**. Grantor for itself and its successors and assigns, hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive access easement over, upon and across the Easement Parcels in order to have ingress and egress to the Easement Parcels, all subject to the terms, conditions and limitations set forth herein.

3. **Reserved Rights**. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Easement Parcels, including, but not limited to, the right to engage in or permit or invite others to engage in all uses of the Easement Parcels that are not inconsistent with the purpose of this Easement.

4. **Successors**. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Recordation**. Grantor shall, at Grantor's expense, record this Easement in the public records of Flagler County, Florida.

*[Remainder of page intentionally left blank]*

*Signature Page Follows*



8

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal this 4th day of Dec., 2008.

WITNESSES:

**INTERVEST AT PLANTATION BAY,**
a Florida general partnership

**By: PLANMOR, INC.**, a Florida corporation, its Managing General Partner

By: _____
Charlene B. Irland, Vice-President

TERI L. HANSEN
Print or Type Name

JOANNE SCHMEDER
Print or Type Name

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of Dec., 2008, by Charlene B. Irland, as Vice-President, of PLANMOR, INC., a Florida corporation., on behalf of the corporation as Managing General Partner of INTERVEST AT PLANTATION BAY She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: TERI L. HANSEN
State of Florida At Large

(Seal)

My Commission Expires:
Title/Rank: _____

Commission Number: _____

TERI L. HANSEN
MY COMMISSION # DD 782428
EXPIRES: May 3, 2012
Bonded Thru Notary Public Underwriters

L:\Plantation Bay\DEEDS-EASEMENTS RELATIVE TO PLATS (Plantation Bay (Westlake Sections 1-4)\Final Deeds and Easements\Easements\Exclusive Access Easement\Exclusive Access Easement (Units 1, 2, 3 and 4) FINAL.doc



8

EXHIBIT "A"

All of those parcels of land being part of Government Sections 3 and 10, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**Parcel H, PLANTATION BAY SECTIONS 2A-F, UNIT 1,** according to plat thereof as recorded in Map Book 34, Pages 1 through 4, inclusive, all of the Public Records of Flagler County, Florida.

And

All of those parcels of land being part of Government Section 10, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**Parcel H2, PLANTATION BAY SECTION 2A-F, UNIT 2,** according to plat thereof as recorded in Map Book 34, Pages 17 through 20, inclusive, all of the Public Records of Flagler County, Florida.

And

All of those parcels of land being part of Government Section 10, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**Parcels H3, L3 and K3, PLANTATION BAY SECTION 2A-F, UNIT 3,** according to the plat thereof as recorded in Map Book 34, Pages 44 through 48, inclusive, all of the Public Records of Flagler County, Florida.

And

All of those parcels of land being part of Government Section 10, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**Parcel A-4, PLANTATION BAY 2A-F, UNIT 4,** according to the plat thereof as recorded in Map Book 35, Pages 5 through 9, inclusive, all of the Public Records of Flagler County, Florida.

Inst No: 2008039024 12/17/2008
02:24PM Book: 1695 Page: 505 Total Pgs: 5
Doc Stamps-Deed$0.70
GAIL WADSWORTH, FLAGLER Co.

Prepared by and return to:

J. Andrew Hagan, Esquire
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, Florida 32119

## NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT is made this 4th day of Dec., 2008 by and between **INTERVEST AT PLANTATION BAY,** a Florida general partnership, whose address is 2379 Beville Road, Daytona Beach, Florida 32119 ("Grantor"), and **PLANTATION BAY UTILITY COMPANY.** a Florida corporation, whose address is 100 Plantation Bay Drive, Ormond Beach, Florida 32171 and **PLANTATION BAY COUNTRY CLUB, LLC,** a Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, Florida 32119 (collectively "Grantee").

## RECITALS

A. Grantor is fee simple owner of certain real property located in Flagler County, Florida, being more particularly described on attached Exhibit "A" (the "Property") hereto; and

B. The parties desire to establish certain easements as hereinafter set forth relating to the manner in which utility services currently serve the Property and access to such utility services, and will thereafter continue to service the Property, all upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein verbatim

2. The parties acknowledge that utility services, including water distribution and sewer collection services ("Utility Services") serving the Property originate on, or are provided through, the Property. Grantor intends to develop the Property for residential purposes and shall, at its sole cost and expense cause water and sewer service to be extended so as to service the Property.

3. In furtherance of the foregoing, Grantor does hereby grant and convey unto Grantee a non-exclusive easement over, upon, under and across the Property for existing lines providing Utility Services which service the Property. The final location of Utility Services on the Property shall be determined in accordance with the site plan approved for development of the Property. Notwithstanding anything herein contained to

the contrary, Grantee shall be responsible for the costs for maintenance of the utility services located on the Property.

4. Each party further grants for the benefit of the other a non-exclusive easement for the maintenance, repair and replacement of any utility services located on the Property and shall, except when an emergency requires immediate action, provide reasonable notice.

5. Grantor and Grantee shall each indemnify, save and hold harmless the other from and against all liens or losses, damages, expenses, claims or liabilities, (including reasonable attorneys' fees) to the extent arising out of the negligence or willfulness conduct of the indemnifying party.

6. The covenants herein set forth shall bind and inure to the benefit of Grantor and Grantee, the parties hereto, and their respective heirs, representatives, lessees, successors and assigns and the rights herein set forth may be enforced by any owner or subsequent owner of the Property.

7. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) days after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Grantor at the following address:

Intervest at Plantation Bay, a Florida general partnership
Attention: Douglas Ross
2379 Beville Road
Daytona Beach, Florida 32119

with a copy to:

J. Andrew Hagan, Esquire
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

To Grantee at the following address:

Plantation Bay Utility Company

100 Plantation Bay Drive
Ormond Beach, Florida 32171
And
Plantation Bay Country Club, LLC
Attn: Doug Ross
2379 Beville Road
Daytona Beach, Florida 32119

8. To facilitate execution, the parties hereto agree that this Easement may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original. This Easement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

9. This Easement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

10. In the event of any dispute hereunder or of any action to interpret or enforce this Easement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

11. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Easement or the application thereof to any person or circumstance shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

12. This Easement shall be governed by and construed under the laws of the State of Florida.

13. When used herein the term "Effective Date" or the phrase "the date hereof" or "the date of this Easement" shall mean the last date that a party hereto executes this Easement.



8

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Grantor

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PLANMOR, INC., a Florida corporation, its Managing General Partner

By: _____
Charlene B. Irland, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of Dec., 2008 by CHARLENE B. IRLAND, as Vice President of PLANMOR, INC., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, who is personally known to me or who has provided _____ as identification.

_____
Notary Public

TERI L. HANSEN
MY COMMISSION # DD 782428
EXPIRES: May 3, 2012
Bonded Thru Notary Public Underwriters

## EXHIBIT "A"

That certain 12' wide Utility Easement contained in **Parcel "D", PLANTATION BAY SECTION 2A-F, UNIT 1**, according to plat thereof as recorded in Map Book 34, Pages 1 through 4, inclusive, all of the Public Records of Flagler County, Florida, and

All those certain Typical 10' Utility Easements that run parallel to the roads and on various portions of the lots as contained in, **PLANTATION BAY SECTIONS 2AF, UNIT 1, 2, 3 & 4**, according to the plats thereof recorded in Map Book 34, Pages 1 through 4, inclusive, Map Book 34, Pages 17 through 20, inclusive, Map Book 34, Pages 44 through 48, inclusive and Map Book 35, Pages 5 through 9, inclusive, all of the Public Records of Flagler County, Florida, and

That certain parcel of land being part of Government Sections 3 and 10, Township 13 South, Range 31 East, Flagler County, Florida being more particularly described as follows:

**Parcel A, PLANTATION BAY SECTIONS 2A-F, UNIT 1**, according to plat thereof as recorded in Map Book 34, Pages 1 through 4, inclusive, Public Records of Flagler County, Florida, and

That certain parcel of land being part of Government Section 10, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**Parcel I-3, PLANTATION BAY SECTION 2A-F, UNIT 3**, according to the plat thereof as recorded in Map Book 34, Pages 44 through 48, inclusive, Public Records of Flagler County, Florida, and

That certain parcel of land being part of Government Section 10, Township 13 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**Parcel B-4, PLANTATION BAY SECTION 2A-F, UNIT 4**, according to the plat thereof as recorded in Map Book 35, Pages 5 through 9, inclusive, Public Records of Flagler County, Florida.



8

**Document Prepared by:**
Andy Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

Inst No: 2011007173 03/17/2011
03:42PM Book: 1809 Page: 631 Total Pgs: 5
Doc Stamps-Deed$0.70
GAIL WADSWORTH, FLAGLER Co.

**RECORD AND RETURN TO:**
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

*Space Reserved For Recording Data*

Portion of Parcel No.03-13-31-5120-1A000-0020

# PERMANENT UTILITIES EASEMENT

THIS INDENTURE made this 7TH day of MARCH, 2011, by and between Plantation Bay Country Club LLC, a Florida Limited Liability company having principal place of business at 300 Plantation Bay Drive, Ormond Beach, Fl 32174, referred to herein as "Grantor;" and the Plantation Bay Utility Company, Inc., a Florida corporation, having its principal place of business located at 100 Plantation Bay Drive, Ormond Beach, Fl 32174, referred herein as "Grantee."

W I T N E S S E T H

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys unto the Grantee, its successors and assigns, a permanent emergency access and utility easement ("Easement") along, over and across real property more particularly described and graphically depicted on the attached **Exhibit "A," consisting of two(2) page(s)**, prepared by Sliger & Associates, Inc.. The real property described and depicted on the attached Exhibit being the, "Easement Premises."

The Easement granted herein shall grant to Grantee the perpetual right to enter upon the Easement Premises to construct, install, operate, maintain, repair, replace and remove underground utility systems, including but not specifically limited to, potable water and sanitary sewer lines, or pipes, and the right to transmit and convey utilities, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes within the Easement Premises, including the right of access, ingress and egress over the adjoining lands of the Grantor for the purpose granted herein.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the Easement Premises and construct and maintain uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

Grantor covenants to the Grantee that Grantor holds fee simple ownership of the Easement Premises; and, further agrees that Grantor shall not place or construct any buildings or structures of any type whatsoever on the Easement Premises, and the Grantee shall not be liable for their removal if they are so placed.



9

Grantee covenants and agrees that upon completion of any maintenance or repair required of the access road or the underground utility system, the Grantee shall restore the surface of the Easement Premises to the condition in which it existed immediately prior to such activities.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first above written.

Signed in the presence of:

Name: DOUGLAS ROSS JR

Name: BETH MILLER

*Witnesses as to Grantor*

GRANTOR:
Plantation Bay Country Club, LLC, a Florida Limited Liability company
By: MHK of Volusia County Florida, a Florida corporation, its managing general partner

By:
Name: David Haas, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and acknowledged before me this 8th day of March, 2011, by David Haas, as President, Plantation Bay Country Club, LLC, a Florida Limited Liability company, by MHK of Volusia County Florida, its Managing General Partner who hereby acknowledges that he/~~she/they have~~ has full power and authority to convey interests in the above-described real property as the fee simple record title holders, the Grantor named in the foregoing Easement, and who: [✓] is personally known to me, or ~~[ ] has produced~~ _____ as identification.

Notary Public, State of Florida at Large

*Printed or typed name of Notary, Commission and Expiration Date:*

BETH MILLER
Notary Public - State of Florida
My Comm. Expires Jan 9, 2013
Commission # DD 835360
Bonded Through National Notary Assn.



8

Exhibit "A"

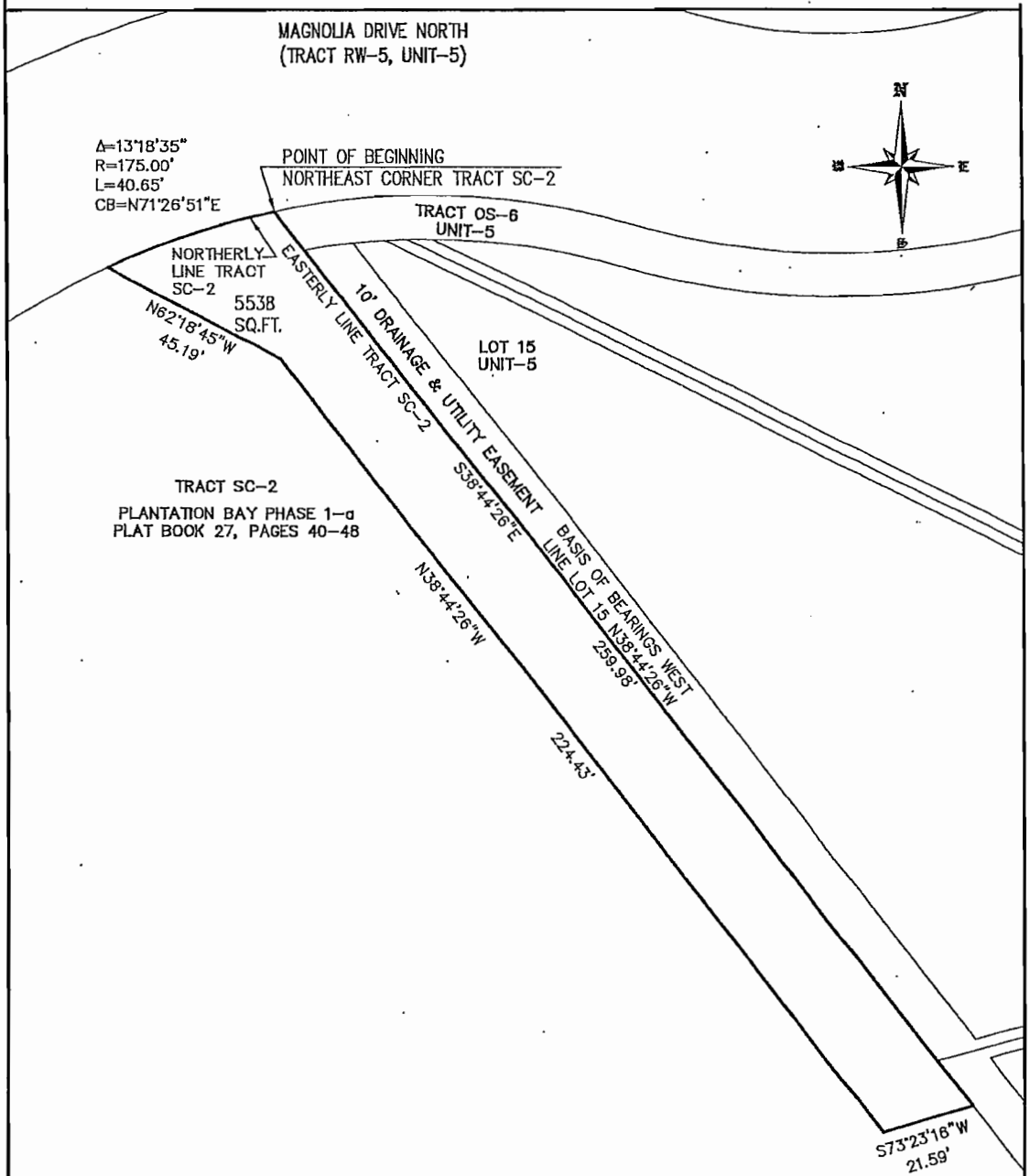
Legal Description
Utility Easement

8

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
Copyright © 2010 Sliger & Associates, Inc.
www.sligerassociates.com

**EXHIBIT "A"**




SKETCH OF DESCRIPTION

FOR: INTERVEST CONSTRUCTION, INC.

DESCRIPTION: PROPOSED EASEMENT OVER A PORTION OF PLANTATION BAY PHASE 1a. SEE SHEET 2 FOR COMPLETE DESCRIPTION.

JOB #10-0645

SCALE: 1"= 20' FIELD BOOK: PAGE:

ABBREVIATIONS

| | |
|---|---|
| (P) | PLATTED DIMENSION |
| (D) | DEEDED DIMENSION |
| (M) | MEASURED DIMENSION |
| (C) | CALCULATED DIMENSION |
| ID | IDENTIFICATION |
| A/C | AIR CONDITIONER |
| R/W | RIGHT OF WAY |
| ℄ | CENTERLINE |
| Δ | CENTRAL ANGLE |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| FP&L CO. | FLORIDA POWER & LIGHT COMPANY |
| N.G.V.D. | NATIONAL GEODETIC VERTICAL DATUM |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

SHEET 1 OF 2

LEGEND

| | |
|---|---|
| ● | IRON ROD WITH CAP |
| ○ | IRON PIPE |
| □ | CONCRETE MONUMENT |
| ■ | PERMANENT REFERENCE MONUMENT |
| △ | PERMANENT CONTROL POINT |
| (R) | RADIAL LINE |
| (NR) | NON-RADIAL LINE |
| ⬭ | EXISTING ELEVATION |
| ▭ | PROPOSED ELEVATION |

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
Copyright © 2010 Sliger & Associates, Inc.
www.sligerassociates.com

**EXHIBIT "A"**

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE WEST LINE OF LOT 15, PLANTATION BAY PAHSE 1a, UNIT 5 BEING N38°44'26"W.

4. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

5. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC..

PROPOSED EASEMENT TRACT SC-2

A PORTION OF TRACT SC-2, PLANTATION BAY PHASE 1a, AS RECORDED IN PLAT BOOK 27, PAGES 40 THROUGH 48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT SC-2; THENCE RUN ALONG THE EASTERLY LINE OF SAID TRACT SC-2 S38°44'26"E, 259.98 FEET; THENCE DEPART SAID EASTERLY LINE S73°23'16"W, 21.59 FEET; THENCE N38°44'26"W, 224.43; THENCE N62°18'45"W, 45.19 FEET TO THE NORTHERLY LINE OF SAID TRACT SC-2 AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 13°18'35" AND A CHORD BEARING OF N71°26'51"E; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE, 40.65 FEET TO THE POINT OF BEGINNING.
CONTAINING 5538 SQUARE FEET, MORE OR LESS.

NOTE:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: PLANTATION BAY PHASE 1a

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

| TYPE OF SURVEY | CERTIFIED TO | SURVEY DATE | JOB NUMBER |
|---|---|---|---|
| SKETCH OF | INTERVEST CONSTRUCTION, INC. | 7/29/10 | 10-0645 |
| DESCRIPTION | | | |
| | | | |
| | | | |
| NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE | | LISTED ABOVE. | |

SHEET 2 OF 2 VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: INTERVEST CONSTRUCTION, INC.

| | DATE | JOB NO. | P.C. | DRW. | CHECKED BY |
|---|---|---|---|---|---|
| SKETCH OF DESCRIPTION | 7/29/2010 | 10-0645 | BEB | DH/JZ | JZ |
| BOUNDARY SURVEY | | | | | |
| TOPOGRAPHIC SURVEY | | | | | |
| FOUNDATION LOCATED | | | | | |
| FINAL IMPROVEMENTS | | | | | |
| RECERTIFICATION | | | | | |
| PROPOSED HOUSE LOCATION | | | | | |
| | | | | | |
| | | | | | |

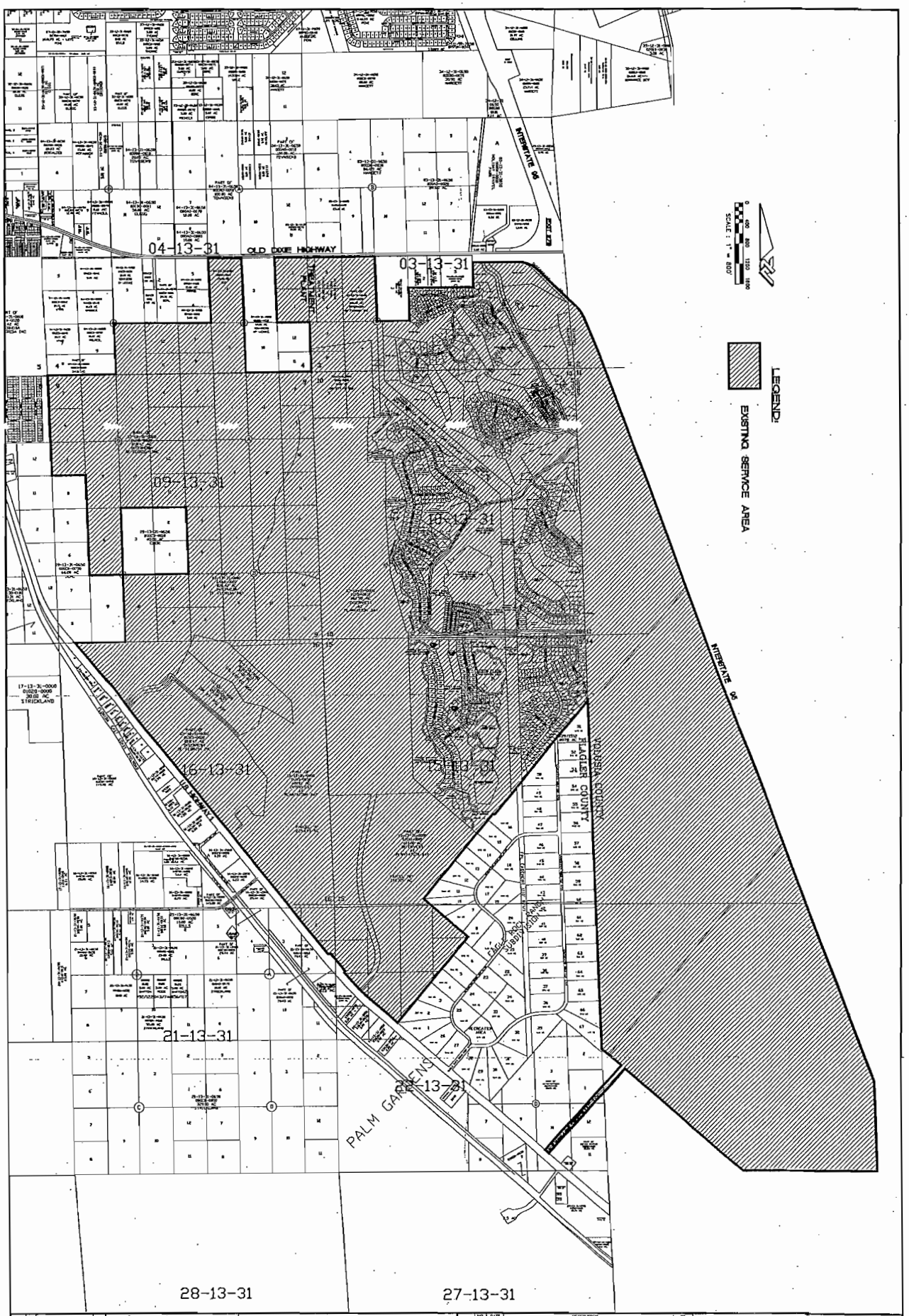
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

**APPENDIX "B-2"**

**SERVICE TERRITORY**

See Attached Composite




ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PLANTATION BAY UTILITY CO.

EXISTING SERVICE AREA

FLAGLER COUNTY FLORIDA

PROJECT NO: 04046 DRAWN BY: BJM
ISSUE DATE: 2/22/06 CHECKED BY: SCH
DESIGNED BY: MHL

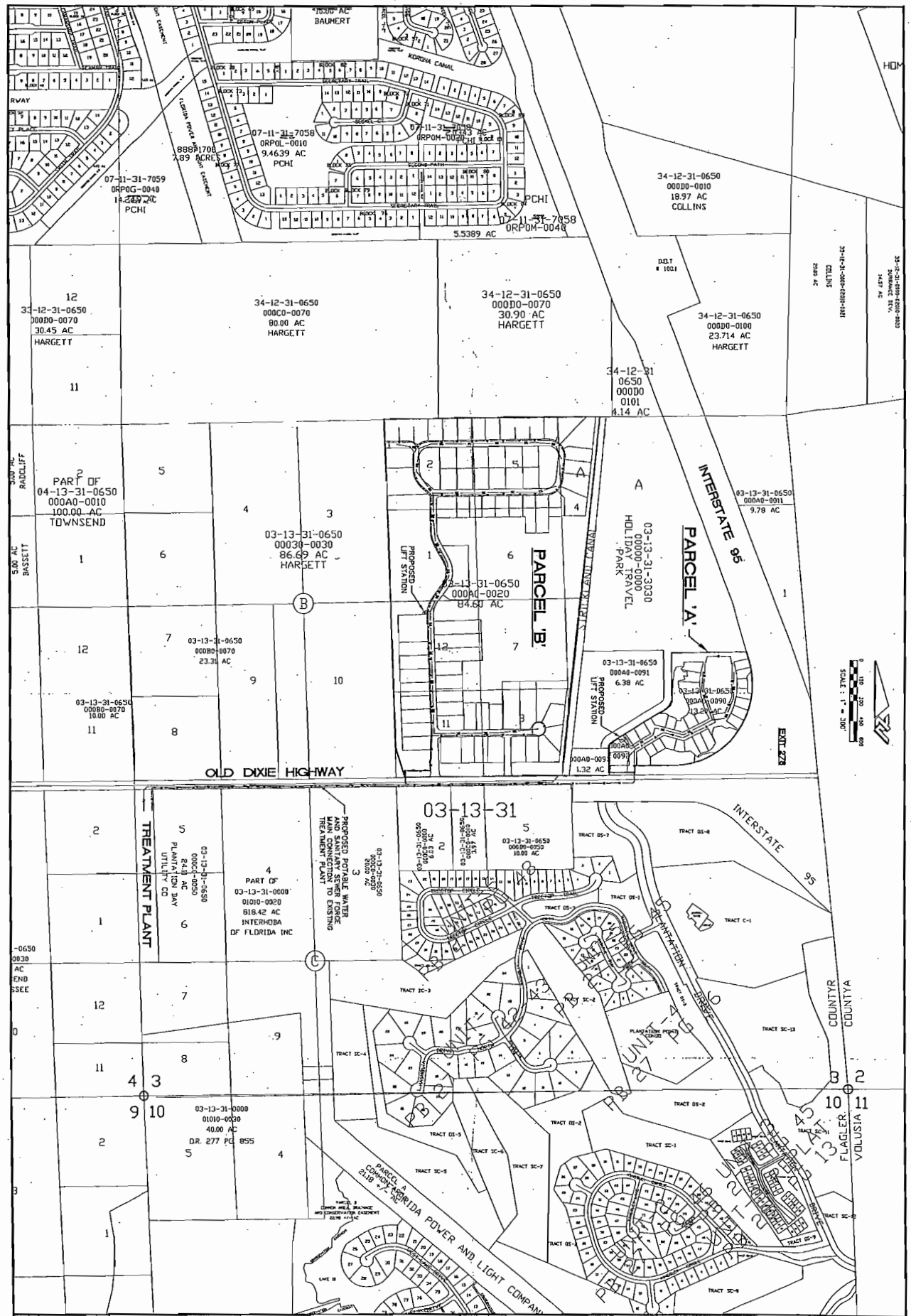
SHEET 1 OF 3

ORMOND BEACH:
36 SATCH TRAIL, ORMOND BEACH, FL 32176
(386) 677-2483 FAX (386) 677-2505

ST. AUGUSTINE:
475 U.S. 1 S. STE 4 801 ST. AUGUSTINE, FL 32086
(904) 797-1810 FAX (904) 797-4159

AMELIA ISLAND:
452 CENTRE ST. STE 2 ONE, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX (904) 491-5475

8


PLANTATION BAY UTILITY CO.
PROPOSED SERVICE AREA
FLAGLER COUNTY
FLORIDA
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
SURVEYORS • PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM
PROJECT NO. 54046
DRAFTED BY: BJM
ISSUE DATE: 2/22/08
CHECKED BY: SDH
DESIGNED BY: MHL
DRAWING FILE: 54046H-UTIL
SHEET: S1-7
SCALE: 1" = 300'
SHEET 3 OF 3
DIAMOND BEACH
ST. AUGUSTINE
AMELIA ISLAND
PARCEL 'A'
PARCEL 'B'
INTERSTATE 95
EXIT 273
OLD DIXIE HIGHWAY
TREATMENT PLANT
PROPOSED POTABLE WATER AND SANITARY SEWER FORCE MAIN CONNECTION TO EXISTING TREATMENT PLANT
PROPOSED LIFT STATION
HOLIDAY TRAVEL PARK
PLANTATION BAY UTILITY CO
INTERHOBA OF FLORIDA INC
HARGETT
TOWNSEND
COLLINS
BAUMERT
PCHI
FLORIDA POWER AND LIGHT COMPANY
FLAGLER
VOLUSIA
COUNTYR
COUNTYA

DESCRIPTION OF TERRITORY SERVED

DOCKET No. 850616-WS
Order No. 15507
Sheet 3

APPENDIX 'A'

PLANTATION BAY

NORTH PARCEL

A PORTION OF SECTIONS 2, 3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 21, AND 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA AND FLAGLER COUNTIES, FLORIDA, BEING A PART OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A PART OF FLEETWOOD TERRACE, UNIT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF SAID SECTION 22, RUN S89°24'20"W ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 757.22 FEET TO THE EASTERLY-RIGHT-OF-WAY LINE OF U.S. NO. 1, A 160 FOOT RIGHT-OF-WAY; THENCE N49°48'45"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 4538.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N49°48'45"W A DISTANCE OF 637.20 FEET TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5619.59 FEET AND A CENTRAL ANGLE OF 8°42'32"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 854.17 FEET; THENCE N48°52'35"E A DISTANCE OF 35.00 FEET TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5584.59 FEET AND A CENTRAL ANGLE OF 1°40'40"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 163.53 FEET TO THE P.T. OF SAID CURVE; THENCE N39°26'45"W A DISTANCE OF 276.47 FEET; THENCE S50°33'15"W A DISTANCE OF 35.00 FEET; THENCE

David Galshack
ISSUING OFFICER

Treasurer
TITLE

DESCRIPTION OF TERRITORY SERVED

N39°26'45"W A DISTANCE OF 7995.87 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N89°09'22"E ALONG SAID NORTH LINE A DISTANCE OF 999.49 FEET; THENCE N02°03'09"W ALONG THE WEST LINE OF LOT 10, BLOCK C, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION IN SAID SECTION 9, A DISTANCE OF 1320.83 FEET; THENCE N89°09'29"E ALONG THE NORTH LINE OF LOT 10 AND 12, BLOCK C, A DISTANCE OF 1325.60 FEET; THENCE N02°07'21"W ALONG THE EAST LINE OF LOT 1 AND 2, BLOCK C, A DISTANCE OF 1320.83 FEET; THENCE S89°09'35 ALONG THE NORTH LINE OF LOTS 2 AND 3, BLOCK C, A DISTANCE OF 1323.99 FEET; THENCE S02°03'09"E ALONG THE WEST LINE OF LOT 3, BLOCK C, A DISTANCE OF 1320.83 FEET; THENCE S89°09'29"W ALONG THE SOUTH LINE OF LOT 4, BLOCK C, A DISTANCE OF 662.80 FEET; THENCE N2°01'03"W ALONG THE WEST LINE OF LOT 4, BLOCK C AND LOT 9 BLOCK B, A DISTANCE OF 1981.25 FEET; THENCE S89°09'38"W ALONG THE SOUTH LINE OF LOT 7, BLOCK B AND LOT 12, BLOCK A, SAID SECTION 8 A DISTANCE OF 1396.16 FEET; THENCE N07°23'46"W A DISTANCE OF 442.07 FEET; THENCE S72°32'01"W A DISTANCE OF 267.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. NO. 1, THENCE N17°25'45"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 311.39 FEET; THENCE N89°11'55"E ALONG THE SOUTH LINE OF SAID FLEETWOOD TERRACE, UNIT NO. 1, A DISTANCE OF 310.90 FEET; THENCE N17°20'52"W A DISTANCE OF 690.36 FEET; THENCE N01°10'31"W A DISTANCE OF 235.10 FEET; THENCE S89°16'29"W A DISTANCE OF 280.00 FEET; THENCE N01°10'31"W A DISTANCE OF 425.00 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE S89°16'29"W ALONG SAID NORTH LINE A DISTANCE OF 152.45 FEET; THENCE N01°04'56"W ALONG THE WEST LINE OF LOT 10 AND 3, BLOCK D, SAID SECTION 5, A DISTANCE OF 2338.83 FEET; THENCE N89°16'21"E ALONG THE NORTH LINE OF LOTS 3 AND 2, BLOCK D A DISTANCE OF 1328.19 FEET; THENCE N89°30'43"E ALONG THE NORTH LINE OF LOT 5, BLOCK C, SAID SECTION 4, A DISTANCE OF 668.21 FEET; THENCE

David Galshack
ISSUING OFFICER

Treasurer
TITLE

DESCRIPTION OF TERRITORY SERVED

S02°57'27"E ALONG THE EAST LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 660.00 FEET; THENCE S89°31'13"W ALONG THE SOUTH LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 666.05 FEET; THENCE S03°08'42"E ALONG THE WEST LINE OF LOTS 6, 7, AND 8, BLOCK C, A DISTANCE OF 1680.93 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N89°06'58"E ALONG THE SOUTH LINE OF LOTS 8 AND 9, BLOCK C, A DISTANCE OF 1320.73 FEET; THENCE N02°46'10"W ALONG THE EAST LINE OF LOT 9, BLOCK C, A DISTANCE OF 1011.14 FEET; THENCE N89°31'20"E ALONG THE NORTH LINE OF LOT 10, AND 12, BLOCK C, AND THE NORTH LINE OF LOT 7, BLOCK D, A DISTANCE OF 1992.53 FEET; THENCE N02°15'17"W ALONG THE WEST LINE LOT LOT 4, BLOCK D, A DISTANCE OF 1287.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE N89°30'43"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 668.21 FEET; THENCE S02°06'36"E ALONG THE EAST LINE OF LOTS 4 AND 9, BLOCK D, A DISTANCE OF 2281.18 FEET; THENCE N89°12'37"E ALONG THE SOUTH LINE OF LOTS 10 AND 11, BLOCK D, A DISTANCE OF 1324.71 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N01°49'12"W ALONG THE EAST LINE OF LOTS 11 AND 12, BLOCK D, A DISTANCE OF 986.85 FEET; THENCE S89°31'32"W ALONG THE NORTH LINE OF LOT 12, BLOCK D, A DISTANCE OF 664.38 FEET; THENCE N01°59'23"W ALONG THE WEST LINE OF LOTS 1 AND 2, BLOCK D, A DISTANCE OF 1287.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE N89°30'43"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 668.21 FEET; THENCE N89°25'29"E A DISTANCE OF 1331.54 FEET; THENCE S01°50'51"E ALONG THE EAST LINE OF LOT 4, BLOCK C, SAID SECTION 3, A DISTANCE OF 1287.00 FEET; THENCE N89°25'46"E ALONG THE SOUTH LINE OF LOT 3, BLOCK C, A DISTANCE OF 666.09 FEET; THENCE N01°51'41"W ALONG THE WEST LINE OF LOT 1, BLOCK C, A DISTANCE OF 660.00 FEET; THENCE N89°25'12"E ALONG THE NORTH LINE OF LOT 1, BLOCK C, AND LOT 6, BLOCK D, SECTION

David Galshack
ISSUING OFFICER

Treasurer
TITLE

DESCRIPTION OF TERRITORY SERVED

3, A DISTANCE OF 1327.75 FEET; THENCE N02°01'58"W ALONG THE WEST LINE OF LOT 4, BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE N89°25'29"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET TO THE RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; S00°33'17"E A DISTANCE OF 133.45 FEET; THENCE N89°26'43"E A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43°52'36"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE S46°40'41"E A DISTANCE OF 1057.37 FEET TO THE P.C. OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 24°46'08"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.38 FEET; THENCE S21°54'33"E A DISTANCE OF 799.10 FEET; THENCE S20°45'47"E A DISTANCE OF 4906.02 FEET; THENCE S40°09'19"W A DISTANCE OF 5885.21 FEET TO A POINT ON THE BOUNDARY OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGE 51 AND 52, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES; S88°25'01"W A DISTANCE OF 45.18 FEET; THENCE S40°09'19"W A DISTANCE OF 2189.93 FEET; THENCE S49°50'30"E A DISTANCE OF 1171.20 FEET; THENCE S40°11'28"W A DISTANCE OF 2222.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 2753.76 ACRES.

David Galshack
ISSUING OFFICER
Treasurer

TITLE

NAME OF COMPANY Plantation Bay Utility Co.

Original Sheet No. 3.5

WASTEWATER TARIFF

## DESCRIPTION OF TERRITORY SERVED

### PLANTATION BAY

### SOUTH PARCEL

A PORTION OF SECTIONS 14, 22, AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA AND FLAGLER COUNTIES, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF SAID SECTION 22, RUN S89°24'20"W ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 757.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A 160 FOOT RIGHT-OF-WAY; THENCE N49°48'45"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 509.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N49°48'45"W A DISTANCE OF 100.10 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N42°45'10"E, PARALLEL WITH THE SOUTHERLY LINE OF EAGLE ROCK RANCH SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 51 & 52, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 2222.97 FEET; THENCE N49°48'48"W A DISTANCE OF 428.53 FEET; THENCE N40°09'19"E A DISTANCE OF 5473.32 FEET TO THE WESTERELY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT-OF-WAY; THENCE S20°45'47"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5003.89 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE S01°53'15"E ALONG SAID EAST LINE A DISTANCE OF 1773.40 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE S89°43'25"W ALONG THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 2661.49 FEET; THENCE DEPARTING SAID LINE, RUN N49°48'48"W A DISTANCE OF 3006.16 FEET; THENCE S42°45'10"W A DISTANCE OF 2222.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 457.48 ACRES.

David Galshack
ISSUING OFFICER

Treasurer
TITLE

8

DESCRIPTION OF TERRITORY SERVED

(Plantation Bay- Delgado Parcel)

(Continued from Sheet No. 3.5)

Township 13 South, Range 31 East, Volusia County, Florida

Section 11: A portion of Section 11, 14 and 23, Township 13 South, Range 31 East, Volusia County, Florida, described as follows:

From a point of reference being the Northwest corner of said Section 14, run South 02° 02' 51" East along the West line of said Section 14 a distance of 1,272.46 feet to the Point of Beginning, said Point also being the Northeast corner of Eagle Rock Subdivision, as recorded on Map Book 26, Pages 51 and 52 of the Public Records of Flagler County, Florida; thence departing said line run North 40° 11' 55" East, a distance of 2,951.39 feet to a point on the Westerly right-of-way line of Interstate No. 95, also known as State Road No. 9 a 300 foot right-of-way as laid out, thence South 20° 43' 11" East, along the Westerly right-of-way line of said Interstate No. 95 a distance of 5,421.18 feet to a point, thence departing said right-of-way line run South 40° 11' 55" West, a distance of 5,473.32 feet to a point, thence North 49° 46' 12" West a distance of 55.80 feet to a point on the West line of said Section 23 said point also being the Southeast corner of said Eagle Rock Ranch Subdivision, thence North 02° 01' 23" West along said Section line a distance of 2,951.88 feet to the Northwest corner of said Section 23, said corner also being the Southwest corner of said Section 14, thence North 02° 02' 51" West along the West line of said Section 14, a distance of 4,013.28 feet to the Point of Beginning. Parcel containing 461.39 acres, more or less.

(Continued on Sheet No. 3.7)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

## DESCRIPTION OF TERRITORY SERVED

(Old Dixie Community Park)

(Continued from Sheet No. 3.6)

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89 ° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D and Lot 4, Block D a distance of 1,628.22 feet to the POINT OF BEGINNING; thence departing said line; run South 89° 30' 43" West a distance of 666.56 feet; thence North 02° 15' 17 " West along the West line of said Lot 4, Block D, a distance of 653.01 feet to the South right-of-way line of Old Dixie Highway, a 66-foot right-of-way; thence North 89° 30' 43" East along said right-of-way line a distance of 668.21 feet; thence departing said right-of-way line; run South 02° 06' 36" East along the East line of said Lot 4, Block D a distance of 652.96 feet to the POINT OF BEGINNING. Containing 10.0 acres.

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89 ° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D, a distance of 994.19 feet to the POINT OF BEGINNING; thence continue North 02° 06' 36" West along the East line of Lot 4, Block D, a distance of a distance of 634.03 feet; thence departing said line; run South 89° 30' 43" West, a distance of 666.56 feet to the West line of said Lot 4, Block D; thence South 02° 15' 17" East along said line a distance of 633.9 feet; thence departing said line; run North 89° 31' 09" East along the South line of said Lot 4, Block D, a distance of 664.96 feet to the POINT OF BEGINNING. Containing 9.60 acres.

(Continued on Sheet No. 3.8)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

## DESCRIPTION OF TERRITORY SERVED

(The Reserve at Flagler)

(Continued from Sheet No. 3.7)

Township 13 South, Range 31 East, Flagler County, Florida

All of Lots 1, 2, 12 and part of Lot 11, Block "B" and all of Lots 5, 6, 7 and part of Lots 4, 8, and 9, Block "A", in Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, more particularly described as follows:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89°02'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1995.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01°51'39" EAST ALONG THE WEST LINES OF LOTS 2, 12 AND 11 OF SAID BLOCK "B", A DISTANCE OF 2426.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17°05'43" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.06 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (8-5-04); THENCE NORTH 89°25'11" EAST ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE NORTH 06°25'36" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2666.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3 AND IN THE NORTH LINE OF SAID BLOCK "A", THENCE SOUTH 89°30'36" WEST ALONG SAID NORTH LINE A DISTANCE OF 968.67 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT BEING ALSO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE SOUTH 89°02'02" WEST ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID LOT 2, BLOCK "B", A DISTANCE OF 665.31 FEET TO THE POINT OF BEGINNING, CONTAINING 87.459 ACRES MORE OR LESS.

(Continued on Sheet No. 3.9)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

## DESCRIPTION OF TERRITORY SERVED

(Dixie Commons)

(Continued from Sheet No. 3.8)

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as per map or plat of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUN SOUTH 05°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, FOR A DISTANCE OF 2685.39 FEET TO THE CENTERLINE OF OLD DIXIE HIGHWAY; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 89°23'27" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1390.77 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 00°36'33" WEST FOR A DISTANCE OF 33.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY ( A VARIABLE WIDTH RIGHT-OF-WAY) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89°23'27" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 199.60 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 00°38'47" WEST FOR A DISTANCE OF 199.52 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 55.04 FEET, A RADIUS OF 52.56 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING OF NORTH 29°21'13" EAST, AND A CHORD DISTANCE OF 52.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 59°21'13" EAST FOR A DISTANCE OF 118.90 FEET; THENCE NORTH 59°23'27" EAST FOR A DISTANCE OF 346.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 117.89 FEET, A RADIUS OF 112.58 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING OF NORTH 29°28'26" EAST AND A CHORD DISTANCE OF 112.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°36'33" WEST FOR A DISTANCE OF 324.38 FEET; THENCE NORTH 89°23'26" EAST FOR A DISTANCE OF 573.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 OFF RAMP ( A LIMITED ACCESS RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE SOUTH 16°19'04" EAST FOR A DISTANCE OF 71.22 FEET TO A POINT OF CURVATURE; (2) THENCE ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 1106.98 FEET, A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 105°42'30", A CHORD BEARING OF SOUTH 36°32'12" WEST AND A CHORD DISTANCE OF 956.52 FEET TO A POINT OF TANGENCY; (3) THENCE SOUTH 89°23'27" WEST FOR A DISTANCE OF 300.00 FEET; (4) THENCE SOUTH 00°36'33" EAST FOR A DISTANCE OF 69.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. CONTAINING 591,003.45 SQUARE FEET OR 13.568 ACRES, MORE OR LESS.

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

**APPENDIX "C"**

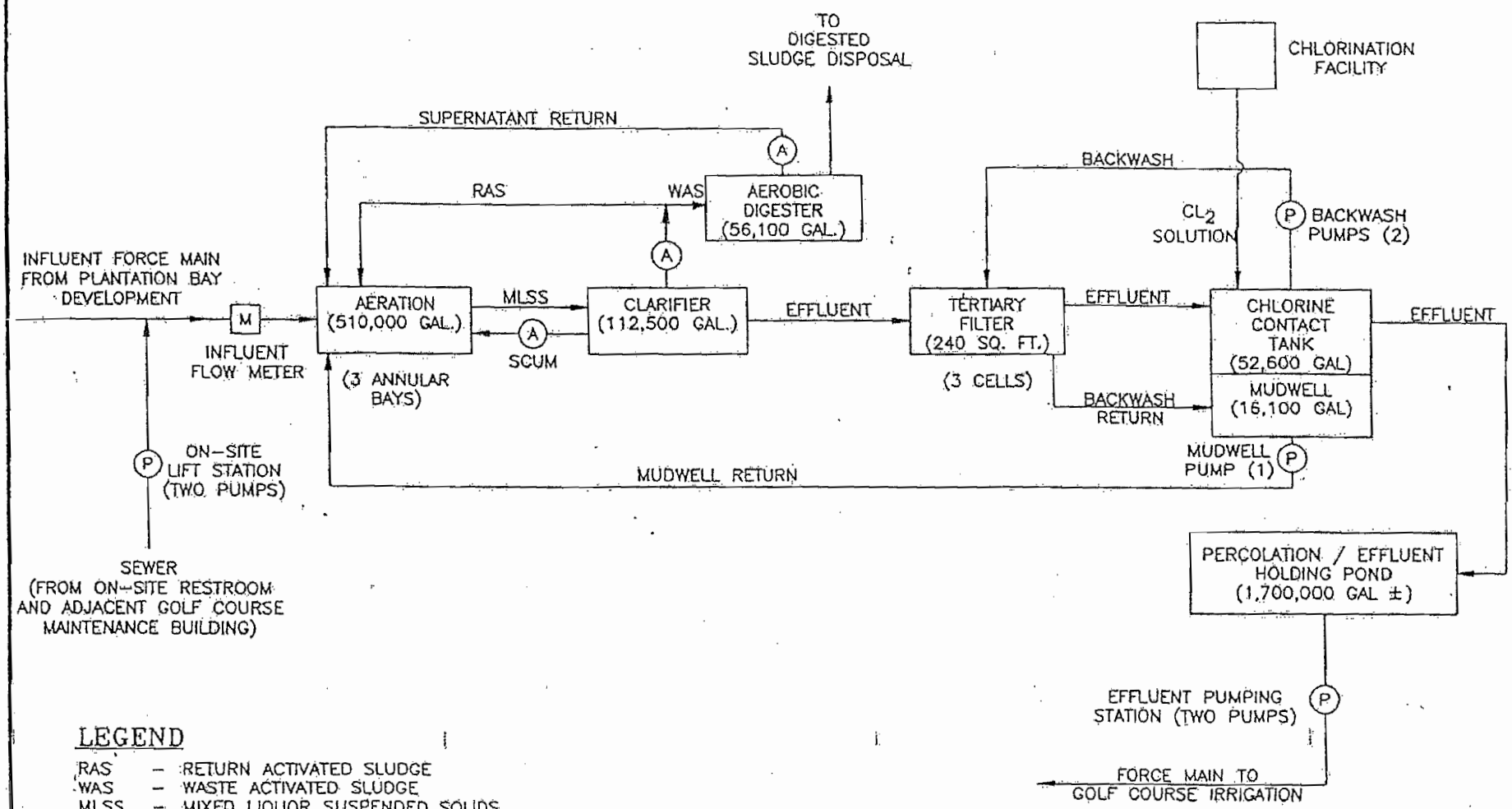
**TREATMENT PLANTS, ETC.**

See Attached Composite

## PRIMARY WASTEWATER TREATMENT PLANT EQUIPMENT LIST

- Sewer lift station serving bathroom facilities in the blower building and old golf course maintenance building.
- Ring Steel Plant consisting of Bar Screen, Clarifier and Digester.
- Concrete Block Building containing four centrifugal blowers.
- Tertiary Filter Tank consisting of three chambers of sand media and two backwash pumps.
- Mudwell/Chlorine Contact Concrete Structure.
- Treated Effluent Disposal Pond.
- Reclaim Effluent Pump house building containing three pumps piped directly into the Golf Course irrigation system.
- Gas Chlorine Tanks.

# FIGURE 2
# PLANTATION BAY
# WASTEWATER TREATMENT FACILITY
# FLOW DIAGRAM




## LEGEND

RAS – RETURN ACTIVATED SLUDGE
WAS – WASTE ACTIVATED SLUDGE
MLSS – MIXED LIQUOR SUSPENDED SOLIDS
(P) – PUMP(S)
(A) – AIR LIFT
NOTE – AERATION CELLS, CLARIFIER AND AEROBIC DIGESTER ARE CONTAINED WITHIN ONE RING STEEL PLANT

Ring Steel Plant and Appurtenances

The Ring Steel Plant consists of three aeration bays and an aerobic digester bay in the outer ring, and a clarifier in the inner ring. The total aeration capacity 510,000 gallons. The Plant is designed to operate in the extended aeration mode. A Bar Screen is located at the influent end of the tank. The capacities of the Clarifier and aerobic digester are 112,500 gallons and 56,100 gallons, respectively. Stabilized liquid sludge is pumped out of the digester into a tanker truck for offsite disposal. Return sludge is air-lifted from the clarifier to the first aeration bay. This same air lift is used to waste sludge to the digester. There is also a scum air lift that discharges the clarifier scum box to the first aeration bay and a supernatant air lift for returning digester supernatant to aeration. The plant is served by four, 40 horsepower centrifugal blowers housed in a concrete block building. An emergency generator located at the adjacent Water Plant is capable of providing power to all critical plant components in the event of a power outage. Flow from this service area is pumped directly into the first aeration bay from off-site lift stations. A small on-site lift station handles sewage from a nearby golf maintenance facility and the on-site restroom located in the Blower Building.

Tertiary Filtration

Clarifier effluent from the Ring Steel Plant flows by gravity to a steel, package type tertiary filter. The filter consists of three, 80 square foot beds utilizing sand media. The filters are manually backwashed by two – 10 hp pumps that draw water from the chlorine contact chamber. Spent backwash water is discharged by gravity to a 16,100 gallon mudwell. This mudwell is part of a reinforced concrete structure that also contains the Chlorine Contact Chamber. The mudwell return is pumped to the second aeration bay.

Chlorination

Filtered effluent flows by gravity to the 52,600 gallon Chlorine Contact Chamber. The tank consists of three parallel channels. Chlorination equipment includes dual 150 pound cylinders, gas chlorinators and an automatic switchover device. The chlorination equipment is housed in a building at the adjacent Water Treatment Plant. Flow is measured by a flow meter attached to the V-notch weir at the discharge end of the Chlorine Contact Tank.

Effluent Disposal

Chlorinated effluent flows by gravity to a 1,700,000 gallon pond. This pond serves a dual purpose of providing effluent holding for the golf course irrigation as well as effluent disposal via percolation. Through September 2006, approximately one-half of the effluent was pumped to the golf course and on-half percolated into the ground. From September 2006 to the present time, it has been noted that nearly 85% of the effluent is being pumped to the golf course. It takes three-to-four days of effluent to fulfill the irrigation needs for one golf course watering cycle. The system's goal is to use effluent as irrigation two days per week; however, evaporation and pond percolation further reduce this to about three days every two weeks. The balance of the golf course irrigation needs continue to be met through separate surface water pumps located at the golf course lakes.



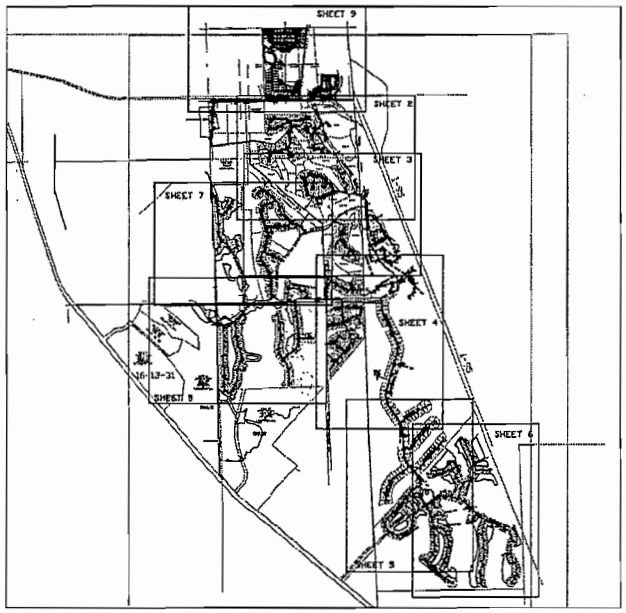
8

# PLANTATION BAY LIFT STATIONS

| NAME | PARCEL ID OR EASEMENT | LOCATION | RECORDING INFO | ACRES |
|---|---|---|---|---|
| LS-A | Grant of Easement | PB Sec 1 AF, Unit 1 | OR 1809/631 | |
| LS-B | Grant of Easement | PB Sec 1 AF, Unit 2 | OR 1548/437 | |
| LS-C | Grant of Easement | PB Sec 1BF, Unit 1 | OR 1548/437 and OR 6077/1111 | |
| LS-D | 03-13-31-5120-1B020-00E0 | PB Phase 1B-F Unit 2 Parcel E | MB 30 PG 22 PRFC | 0.01 |
| LS-E | Platted Easement | PB Sec 1CF, Unit 1 Parcel I | MB 30 PG 20 PRFC | |
| LS-F | 14-13-31-01-00-000G | PB Sec 1D-V Unit 1 Tract G | MB 46 PG 185 PRVC | |
| LS-G | Platted Easement | PB Sec 1 E-V Unit 1 Tract H | MB 47 PG 149 PRVC | |
| LS-H | Platted Easement | PB Sec 2E-V Unit 1 | MB 50 PG 181 PRVC | |
| LS-I | 03-13-31-5120-2AF01-00G0 | PB Sec 2A-F Unit 1 Parcel G | MB 34 PG 1 PRFC and OR 1696/1772 | 0.09 |
| LS-J | 03-13-31-5120-2AF03-00G3 | PB See 2A-F Unit 3, Parcel G3 | MB 34 PG 44 PRFC and OR 1696/1772 | 0.02 |
| LS-K | 03-13-31-5120-2AF04-0H40 | PB Sec 2AF, Unit 4 Parcel H-4 | MB 35 PG 5 PRFC and OR 1696/1772 | 0.02 |
| LS-L | 03-13-31-5120-2AF05-00S0 | PB Sec 2A-F Unit 5 Parcel S | MB 37 PG 1 PRFC | 0.03 |
| LS-AA | Grant of Easement | Dixie Commons | ORB 1648 PG 1227 PRFC | |
| LS-BB | Platted Easement | Plantation Estates Tract E | MB 37 PG 14 PRFC | |

# PLANTATION BAY UTILITY COMPANY

## MANHOLE LOCATION MAPS
## UPDATED: AUGUST, 2012



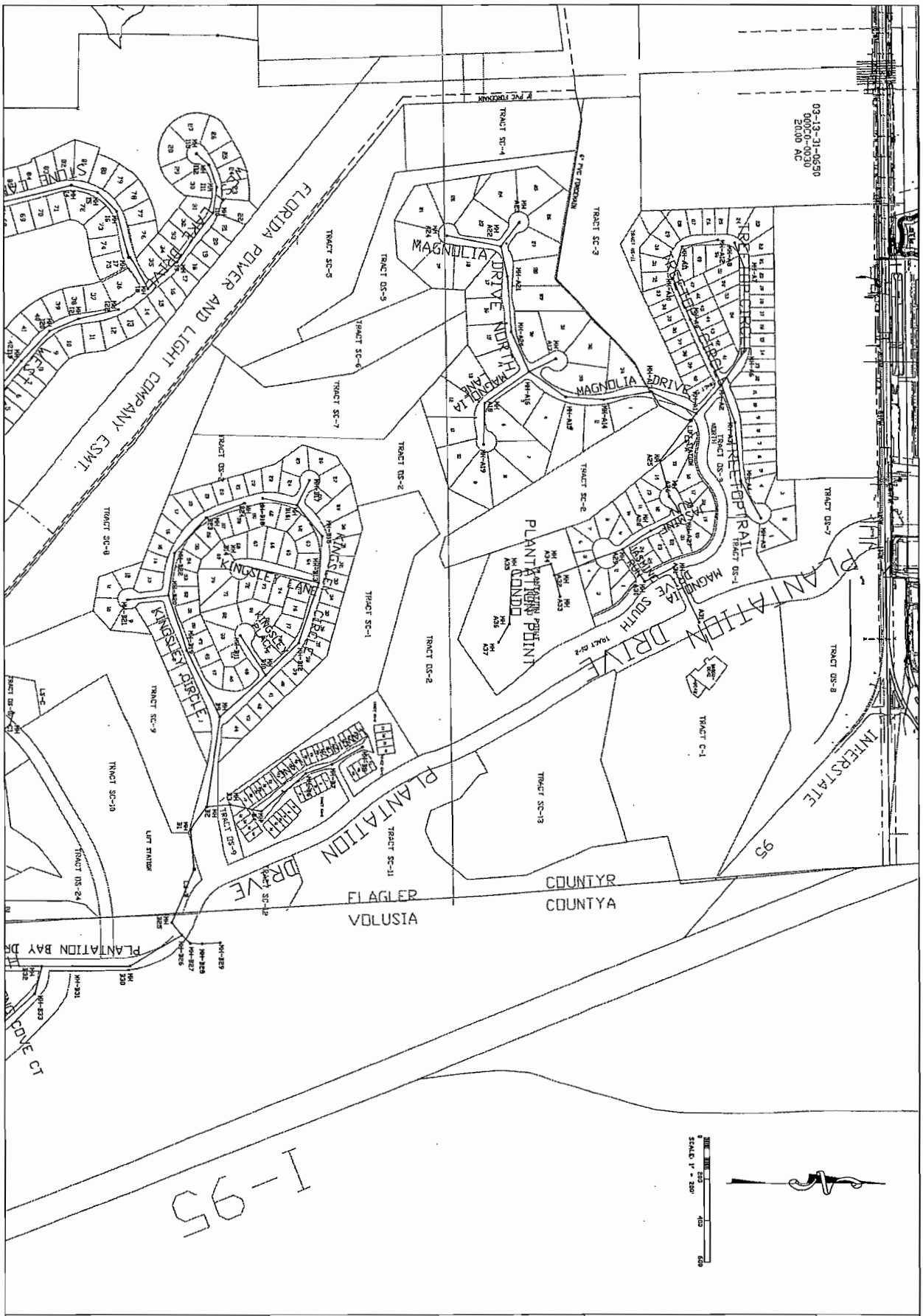

| SHEET # | LIFT STATIONS COVERED / LOCATION |
|---|---|
| 2 | LS-A -- MAGNOLIA DRIVE |
| 3 | LS-B -- KINGSLEY CIRCLE |
| | LS-C -- BAY DRIVE/BAY POINT DRIVE |
| 4 | LS-D -- GALE LANE |
| | LS-E -- BAY LAKE DRIVE |
| | LS-F -- HAMPSTEAD LANE |
| 5 | LS-G -- HAMPSTEAD LANE (SOUTH) |
| 6 | LS-H -- ALDENHAM LANE |
| 7 | LS-I -- STONE LAKE DRIVE |
| | LS-J -- COBBLESTONE DRIVE |
| | LS-M -- STONE BRIDGE DRIVE |
| 8 | LS-K -- WOODBRIDGE DRIVE |
| | LS-L -- BAY DRIVE (WEST) |
| 9 | LS-AA -- DIXIE CROSSSINGS |
| | LS-BB -- PLANTATION ESTATES |

SHEET 1


FINLEY ENGINEERING GROUP
5531 South Ridgewood Avenue
Unit 1
Port Orange, Florida 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 8081
ENGINEERING@FINLEYENGINEERS.COM

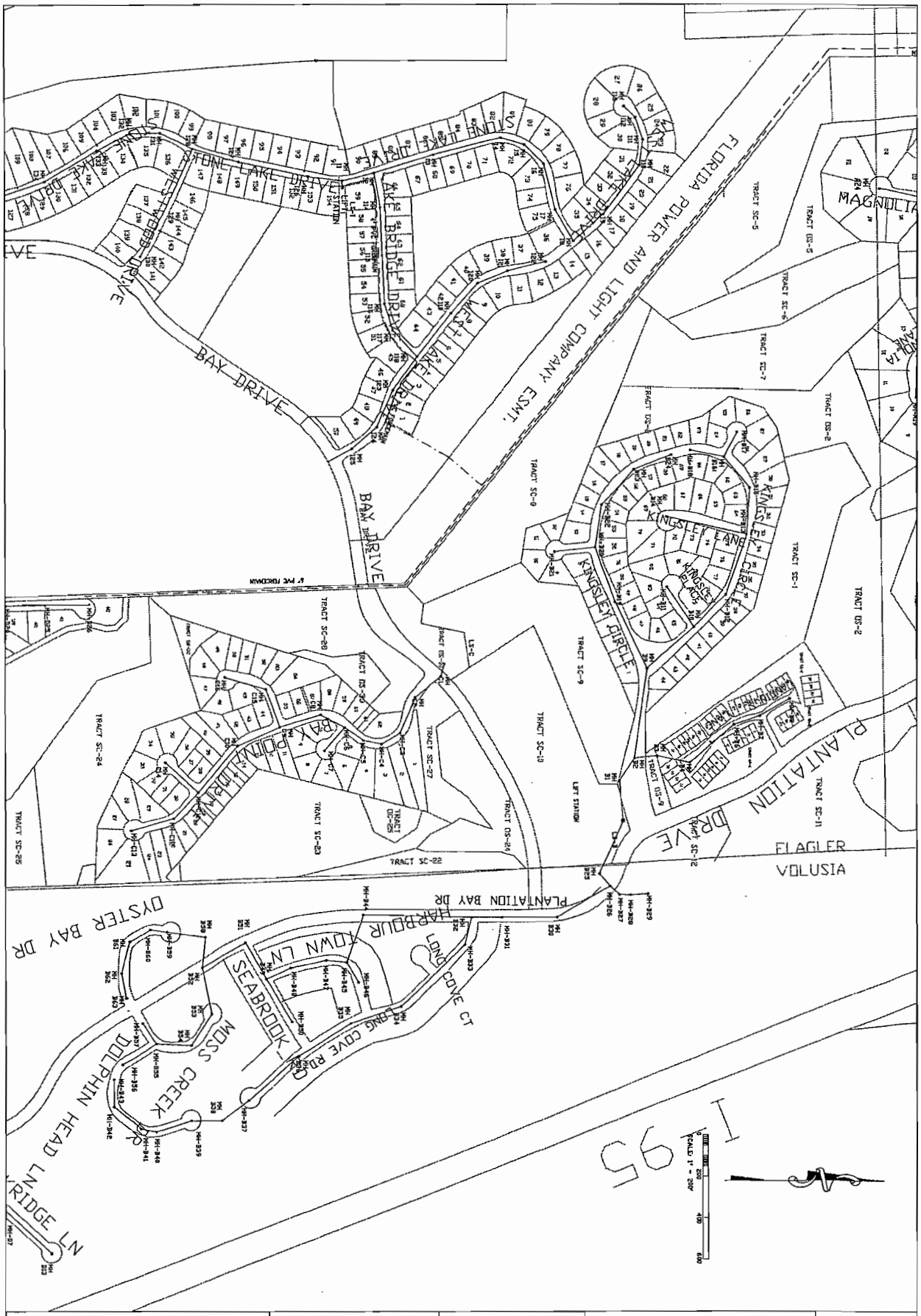

SHEET TITLE
MANHOLE LOCATION MAP

PLANTATION BAY UTILITY COMPANY



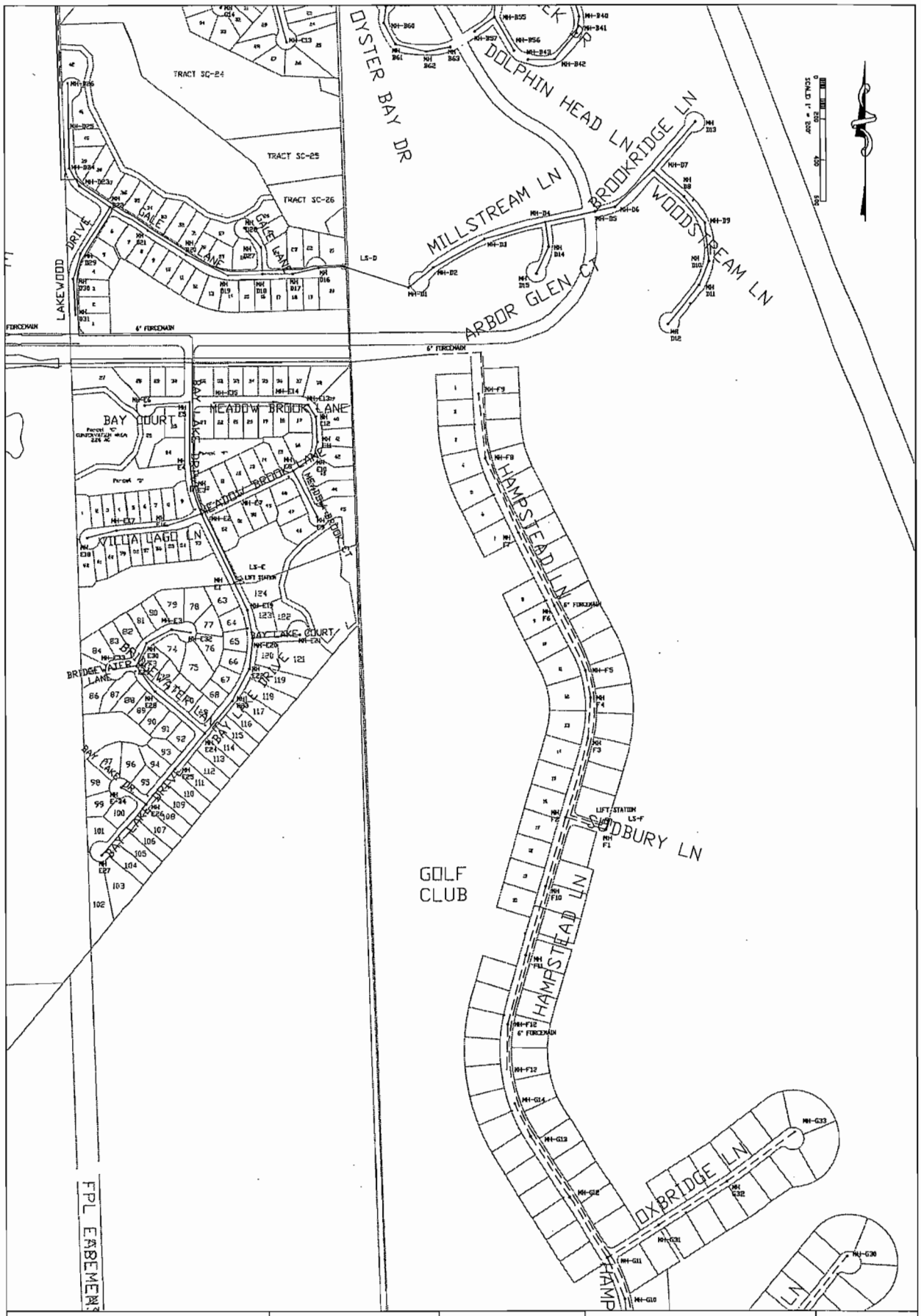

| | | | | |
|---|---|---|---|---|
| PLANTATION BAY UTILITY COMPANY | SHEET TITLE<br>MANHOLE LOCATION MAP<br>LIFT STATION 'A' | FINLEY ENGINEERING GROUP | 5531 South Ridgewood Avenue<br>Unit 1<br>Port Orange, Florida 32127<br>(386)756-8676<br>Certificate of Authorization Number 8081<br>engineering@finleyengineers.com | SHEET<br>2 |

8

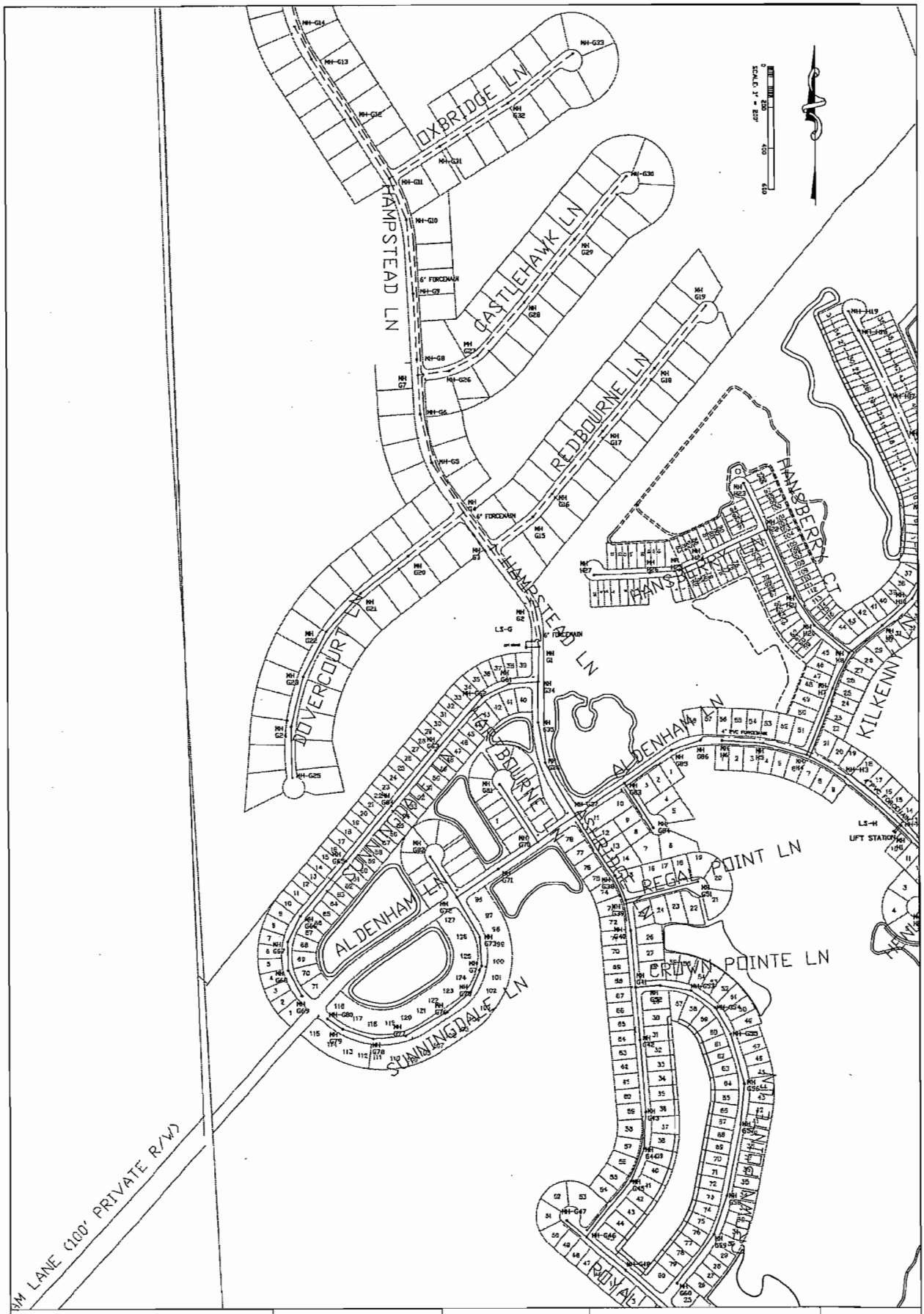



| | | | | |
|---|---|---|---|---|
| PLANTATION BAY UTILITY COMPANY | SHEET TITLE<br>MANHOLE LOCATION MAP<br>LIFT STATIONS 'B' & 'C' | FINLEY ENGINEERING GROUP | 5531 SOUTH RIDGEWOOD AVENUE<br>UNIT 1<br>PORT ORANGE, FLORIDA 32127<br>(386)756-8676<br>CERTIFICATE OF AUTHORIZATION NUMBER 8081<br>ENGINEERING@FINLEYENGINEERS.COM | SHEET<br>3 |

8

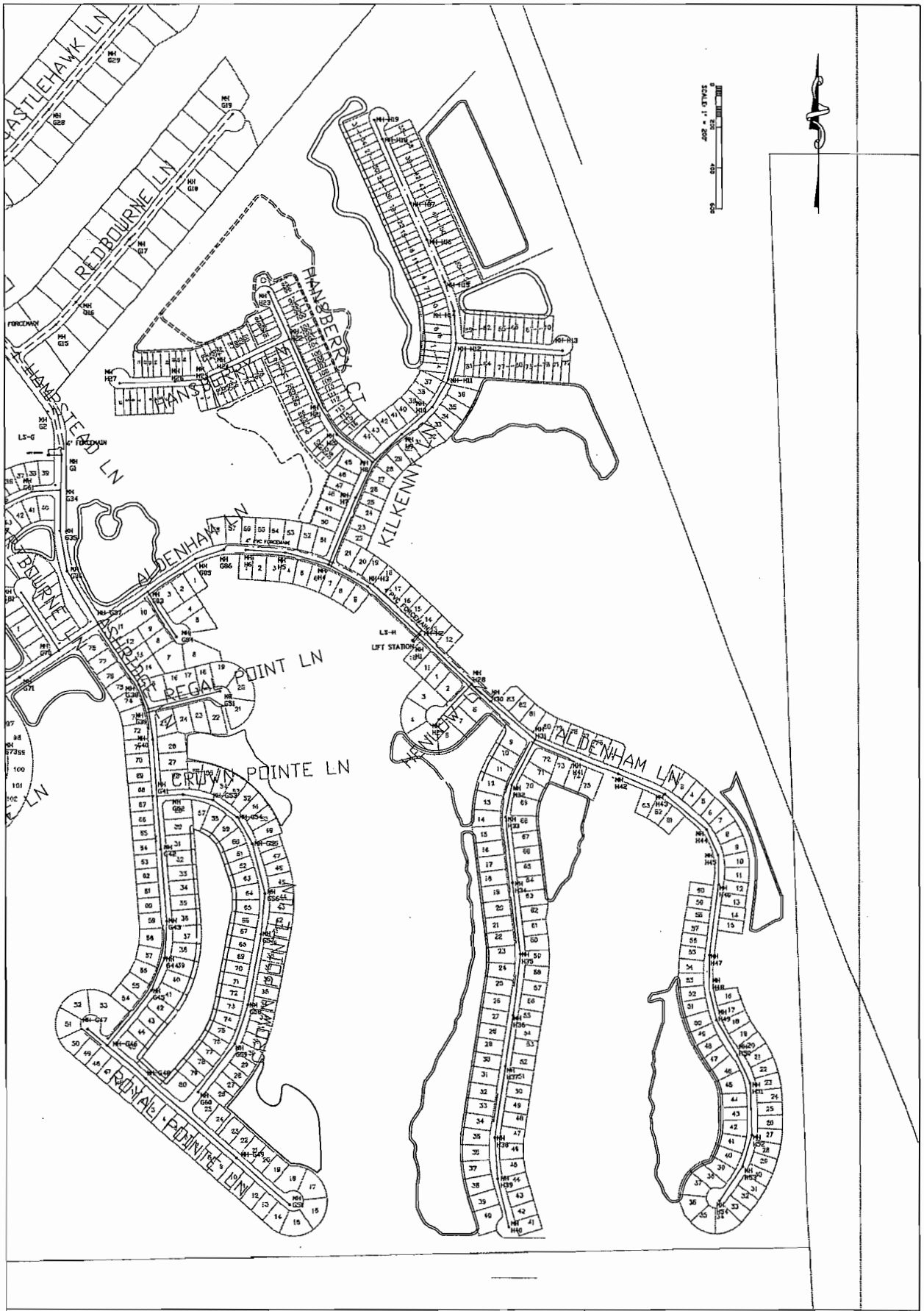



| PLANTATION BAY UTILITY COMPANY | SHEET TITLE<br>MANHOLE LOCATION MAP<br>LIFT STATIONS 'D', 'E' & 'F' | FINLEY ENGINEERING GROUP | 5531 SOUTH RIDGEWOOD AVENUE<br>UNIT 1<br>PORT ORANGE, FLORIDA 32127<br>(386)756-8676<br>CERTIFICATE OF AUTHORIZATION NUMBER 8081<br>ENGINEERING@FINLEYENGINEERS.COM | SHEET<br>4 |
|---|---|---|---|---|



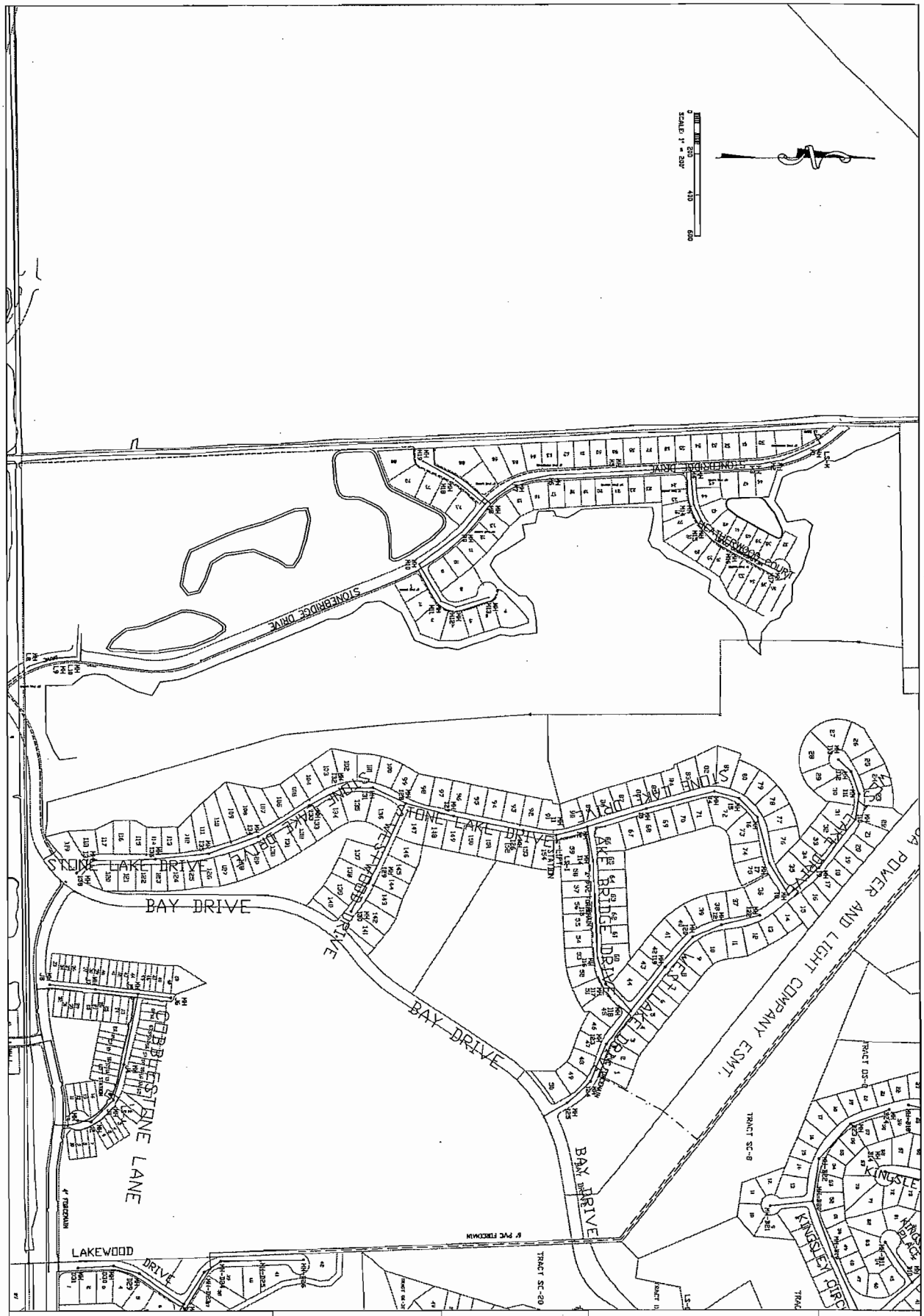

| | | | | |
|---|---|---|---|---|
| PLANTATION BAY UTILITY COMPANY | SHEET TITLE<br>MANHOLE LOCATION MAP<br>LIFT STATION 'G' | FINLEY ENGINEERING GROUP | 5531 SOUTH RIDGEWOOD AVENUE<br>UNIT 1<br>PORT ORANGE, FLORIDA 32127<br>(386)756-8676<br>CERTIFICATE OF AUTHORIZATION NUMBER 8061<br>ENGINEERING@FINLEYENGINEERS.COM | SHEET<br>5 |

8



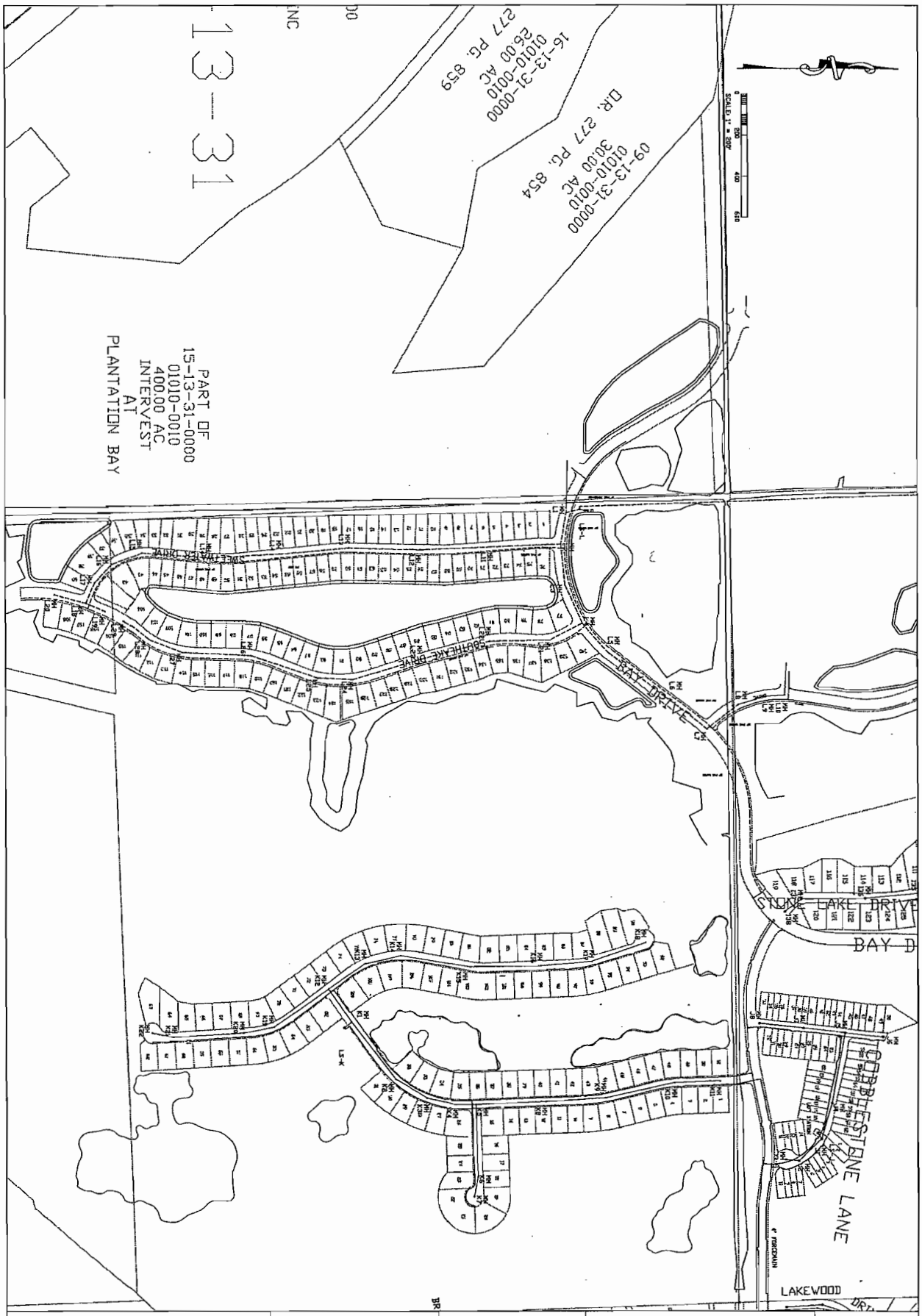

| | | | | |
|---|---|---|---|---|
| PLANTATION BAY UTILITY COMPANY | SHEET TITLE<br>MANHOLE LOCATION MAP<br>LIFT STATION 'H' | FINLEY ENGINEERING GROUP | 5531 SOUTH RIDGEWOOD AVENUE<br>UNIT 1<br>PORT ORANGE, FLORIDA 32127<br>(386)756-8676<br>CERTIFICATE OF AUTHORIZATION NUMBER 8081<br>ENGINEERING@FINLEYENGINEERS.COM | SHEET<br>6 |

8



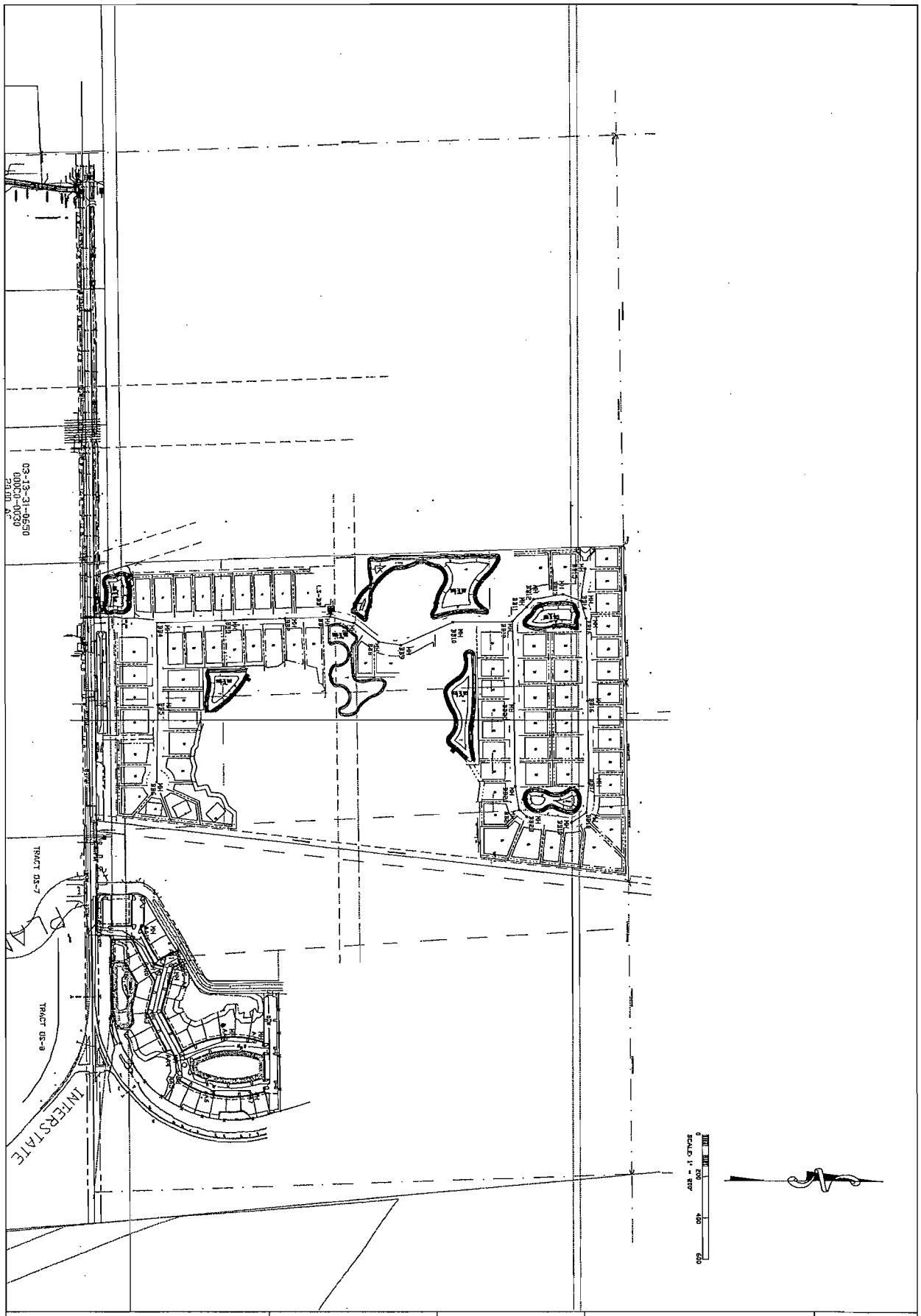

| PLANTATION BAY UTILITY COMPANY | SHEET TITLE<br>MANHOLE LOCATION MAP<br>LIFT STATIONS 'I', 'J' & 'M' | FINLEY ENGINEERING GROUP | 5531 SOUTH RIDGEWOOD AVENUE<br>UNIT 1<br>PORT ORANGE, FLORIDA 32127<br>(386)756-8676<br>CERTIFICATE OF AUTHORIZATION NUMBER 8081<br>ENGINEERING@FINLEYENGINEERS.COM | SHEET<br>7 |
|---|---|---|---|---|

8




| | | | | |
|---|---|---|---|---|
| PLANTATION BAY UTILITY COMPANY | SHEET TITLE<br>MANHOLE LOCATION MAP<br>LIFT STATIONS 'K' & 'L' | FINLEY ENGINEERING GROUP | 5531 South Ridgewood Avenue<br>Unit 1<br>Port Orange, Florida 32127<br>(386)756-8676<br>CERTIFICATE OF AUTHORIZATION NUMBER 8081<br>ENGINEERING@FINLEYENGINEERS.COM | SHEET<br>8 |

8



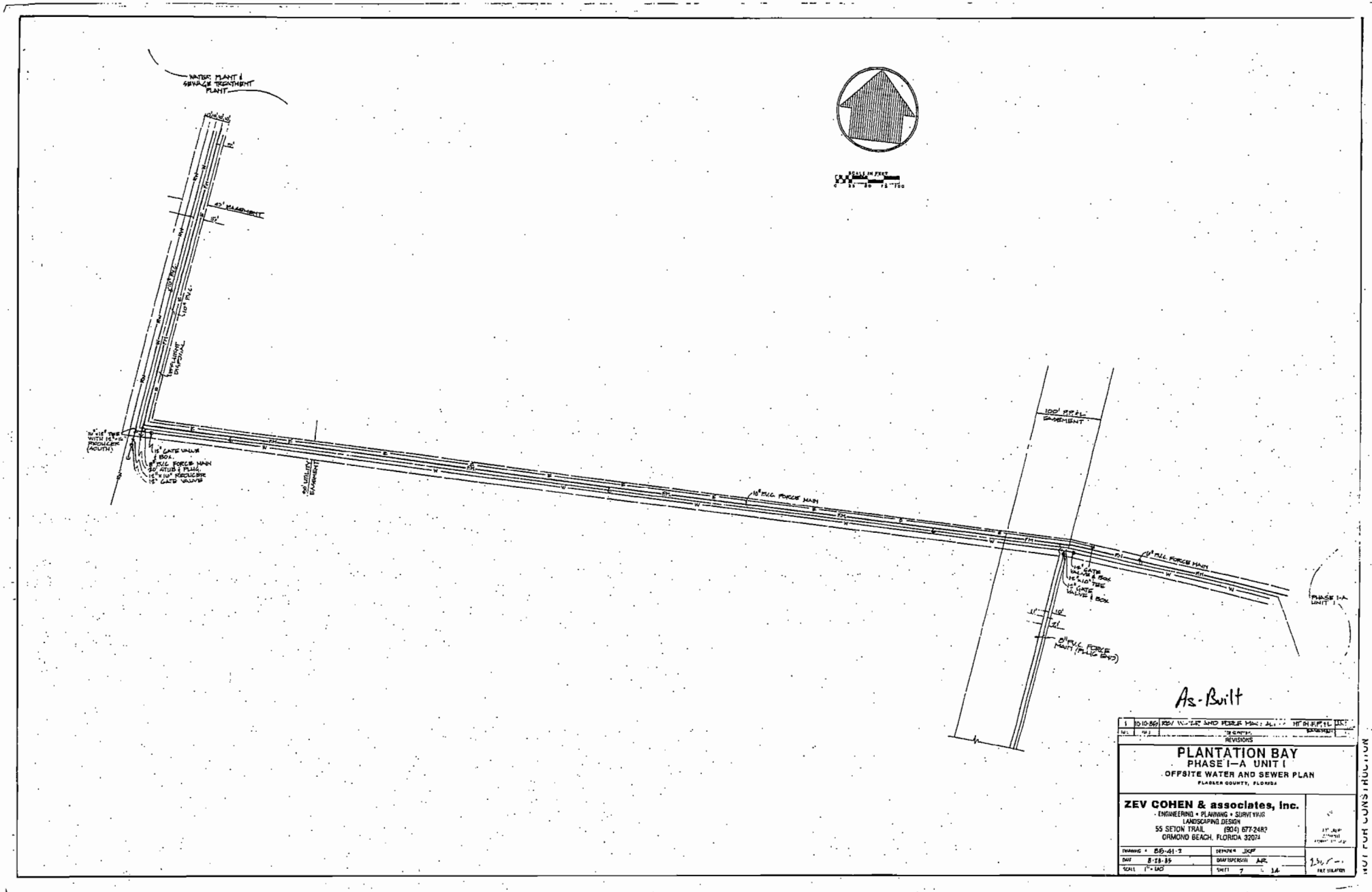

PLANTATION BAY
UTILITY COMPANY

SHEET TITLE
MANHOLE
LOCATION MAP
LIFT STATIONS 'AA' & 'BB'

FINLEY
ENGINEERING
GROUP

5531 South Ridgewood Avenue
Unit 1
Port Orange, Florida 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 8081
ENGINEERING@FINLEYENGINEERS.COM

SHEET
9




As-Built

| | | | |
|---|---|---|---|
| 1 | 10-10-89 | REV. WATER AND FORCE MAIN: ALL | HT IN F.P.T.L. |
| NO. | DATE | DESCRIPTION | BY |

REVISIONS

# PLANTATION BAY
## PHASE I—A UNIT I
### OFFSITE WATER AND SEWER PLAN
FLAGLER COUNTY, FLORIDA

**ZEV COHEN & associates, inc.**
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
55 SETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

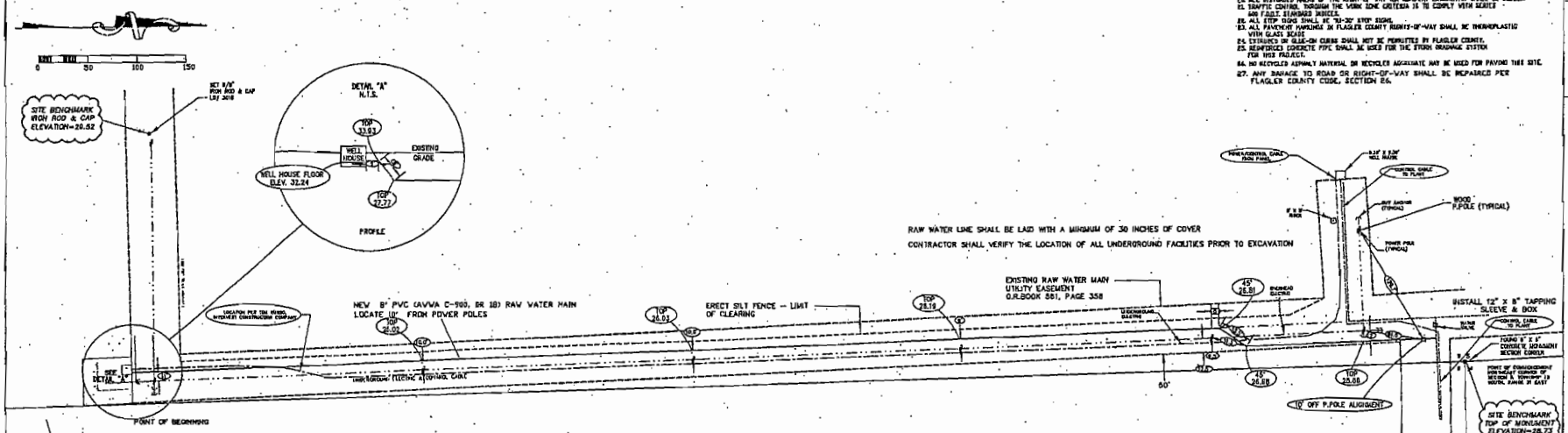
| | | | |
|---|---|---|---|
| DRAWING # | 88-61-2 | DESIGNER | JKF |
| DATE | 8-28-89 | DRAFTSPERSON | AR |
| SCALE | 1"=100' | SHEET | 7 of 14 |

NOT FOR CONSTRUCTION

LOCATION MAP

## GENERAL NOTES

1. NO CONSTRUCTION TRAFFIC ALLOWED IN UNDESIGNATED AREAS.
2. ALL ROADWAY AND DRAINAGE CONSTRUCTION SHALL CONFORM TO THE FLAGLER COUNTY DEVELOPMENT AND SUBDIVISION REGULATIONS OR FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. PIPE SHALL BE CORRUGATED ALUMINUM OR REINFORCED CONCRETE PIPE (CLASS III). ALL METAL PIPE SHALL BE HELICAL CORRUGATIONS. ALL PIPE SHALL MEET ASTM, AASHTO, AND FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN MEMORANDUM 94016 SPECIFICATIONS. WATERTIGHT, ANNULAR BANDING OF CORRUGATED METAL PIPE JOINTS SHALL BE REQUIRED.
4. ALL UNDERGROUND UTILITIES, ETC. SHALL BE IN PLACE PRIOR TO SUBGRADE COMPACTION AND ROADWAY CONSTRUCTION.
5. WHERE MARSHY IS ENCOUNTERED WITHIN SWALES, IT SHALL BE REMOVED FOR A WIDTH OF 8 FEET AT THE INVERT AND REPLACED WITH A GRANULAR MATERIAL.
6. IF MUCK IS ENCOUNTERED, IT SHALL BE COMPLETELY REMOVED FROM THE CENTERLINE, A DISTANCE OF 10 FEET BEYOND THE EDGE OF PAVEMENT AND BACKFILLED WITH A GRANULAR MATERIAL.
7. LOCATIONS OF DRAINAGE STRUCTURES SHALL COVERN AND PIPE LENGTHS MAY HAVE TO BE ADJUSTED TO ACCOMPLISH CONSTRUCTION AS SHOWN ON THESE PLANS.
8. ALL SIGNING AND PAVEMENT MARKING SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" FLORIDA DEPARTMENT OF TRANSPORTATION AND FLAGLER COUNTY SPECIFICATIONS.
9. BEFORE STARTING WORK, CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AND REQUEST LOCATION OF EXISTING UNDERGROUND SERVICES.
10. WHERE NEW UTILITIES CROSS EXISTING UTILITIES, THE CONTRACTOR SHALL FIELD VERIFY CLEARANCE PRIOR TO INSTALLATION OF ANY PORTION OF NEW UTILITY. IF UTILITIES WOULD CONFLICT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO INSTALLATION OF NEW UTILITY.
11. BENCH MARK ELEVATIONS HEREON REFER TO N. G. S. DATUM.
12. CONTRACTOR WILL CONDUCT WITH OWNER OR OWNERS REPRESENTATIVE PRIOR TO ANY CLEARING, GRUBBING OR SWALE CONSTRUCTION FOR VEGETATION TO REMAIN, BE TRANSPLANTED OR REMOVED.
13. DESIGN OF HOUSE TO BE CONSTRUCTED WILL BE DETERMINED BY THE OWNER.
14. ANY VARIATION TO THESE PLANS MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
15. ALL EXCESS EXCAVATION WILL BE NEATLY STOCKPILED ON SITE IN A LOCATION DETERMINED BY THE OWNER.
16. CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING THE LINES AND GRADES OF ALL DESIGNATED SWALE AREAS UNTIL FINAL VEGETATION IS ESTABLISHED.
17. ALL TESTING WILL BE PAID FOR AND PERFORMED BY THE OWNER. ALL TESTING WILL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
18. CONSTRUCTION TO UTILIZE BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND PRESERVE SURROUNDING WATER QUALITY (I.E. HAYBALES, TURBIDITY SCREENS).
19. WATER AND SEWER CONSTRUCTION SHALL COMPLY WITH FCAUC REQUIREMENTS.
20. ALL DISTURBED AREAS OF THE RIGHT-OF-WAY OR ROADWAY EASEMENTS SHALL BE SODDED
21. TRAFFIC CONTROL THROUGH THE WORK ZONE CRITERIA IS TO COMPLY WITH SERIES 600 FDOT STANDARD INDEXES.
22. ALL STOP SIGNS SHALL BE "R1-20" STOP SIGNS.
23. ALL PAVEMENT MARKINGS IN FLAGLER COUNTY RIGHTS-OF-WAY SHALL BE THERMOPLASTIC WITH GLASS BEADS
24. ENTRANCE OR GLUE-ON CURBS SHALL NOT BE PERMITTED BY FLAGLER COUNTY.
25. REINFORCED CONCRETE PIPE SHALL BE USED FOR THE STORM DRAINAGE SYSTEM FOR THIS PROJECT.
26. NO RECYCLED ASPHALT MATERIAL OR RECYCLED AGGREGATE MAY BE USED FOR PAVING THIS SITE.
27. ANY DAMAGE TO ROAD OR RIGHT-OF-WAY SHALL BE REPAIRED PER FLAGLER COUNTY CODE, SECTION 26.



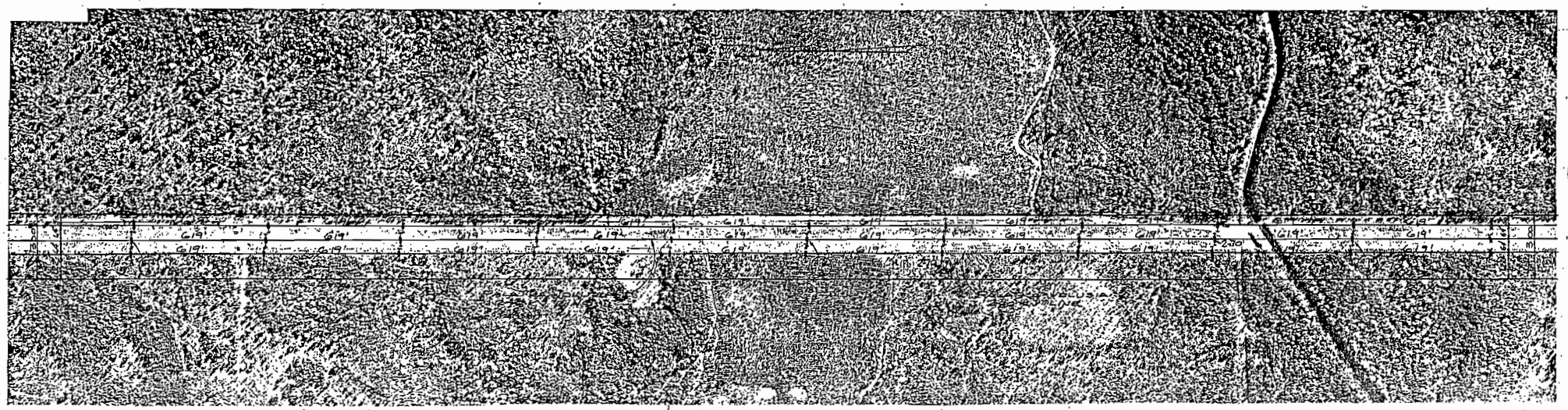

**SURVEYOR'S CERTIFICATE**

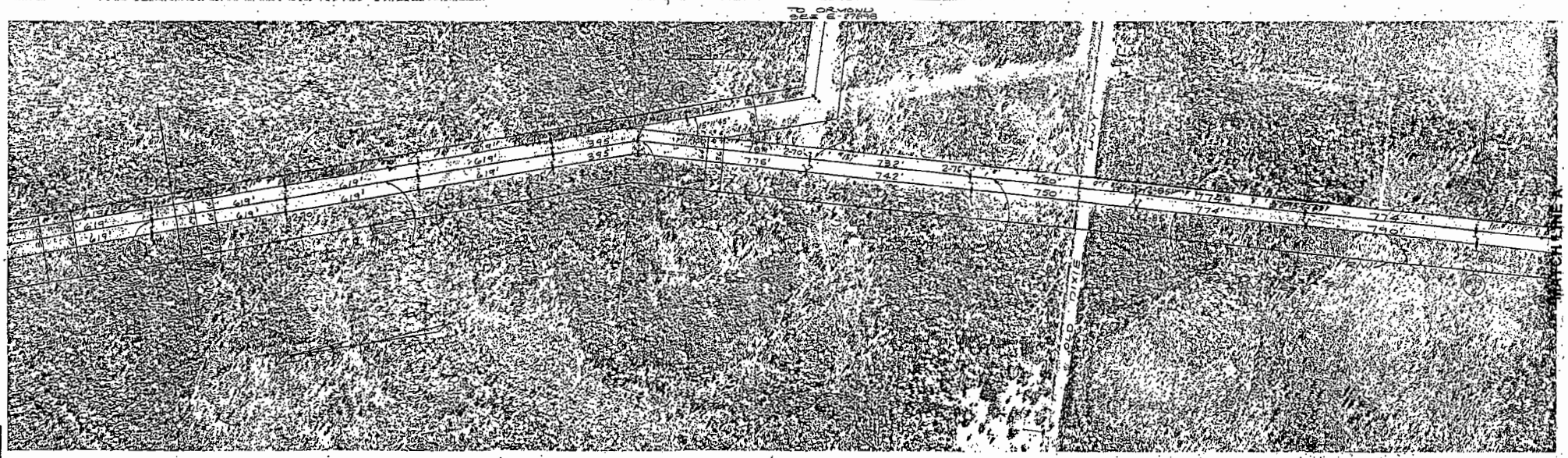
| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 11-20-96 | CONSULTANT REVIEW |
| 2 | 6-4-98 | SUBMIT TO SRF |
| 3 | 6-25-98 | REVISE WA LOCATE |
| 4 | 8-13-98 | REVISE WA LOCATE |


FINLEY ENGINEERING GROUP
CERTIFICATE OF AUTHORIZATION # 8081
P.O. BOX 290381, PORT ORANGE, FL. 32129-0381
(904) 756-8676
JERRY K. FINLEY, P.E. # 29909
SHAWN P. FINLEY, P.E. # 57446


PLANTATION BAY UTILITY CO.
WELL NO. 4

SHEET TITLE
SITE PLAN





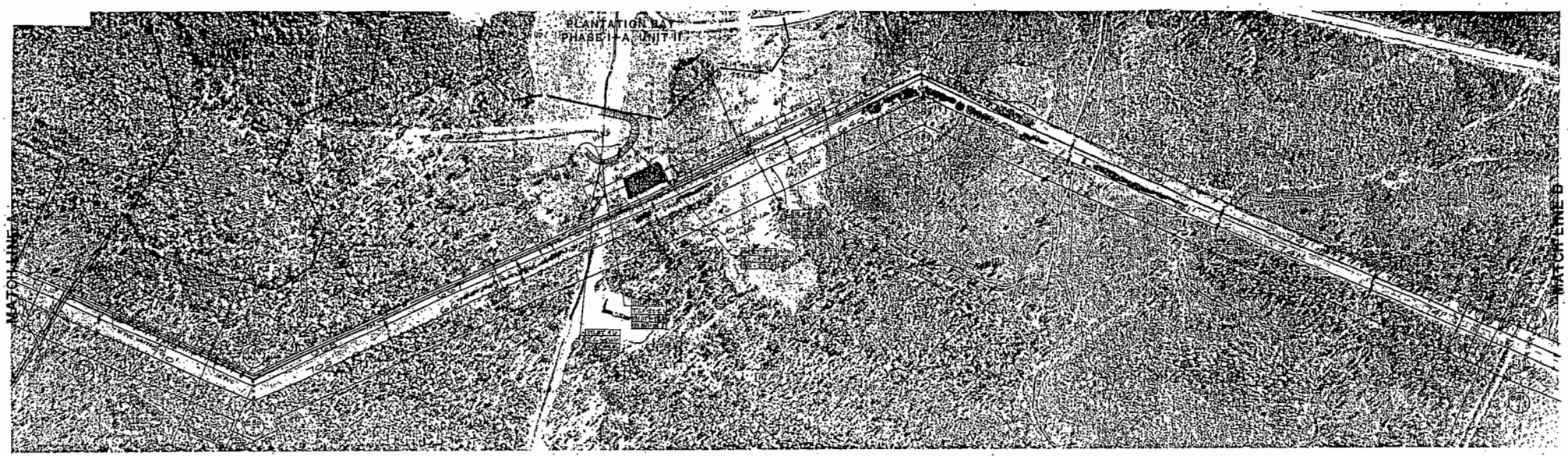

# PLANTATION BAY
## OFFSITE WATER AND SEWER

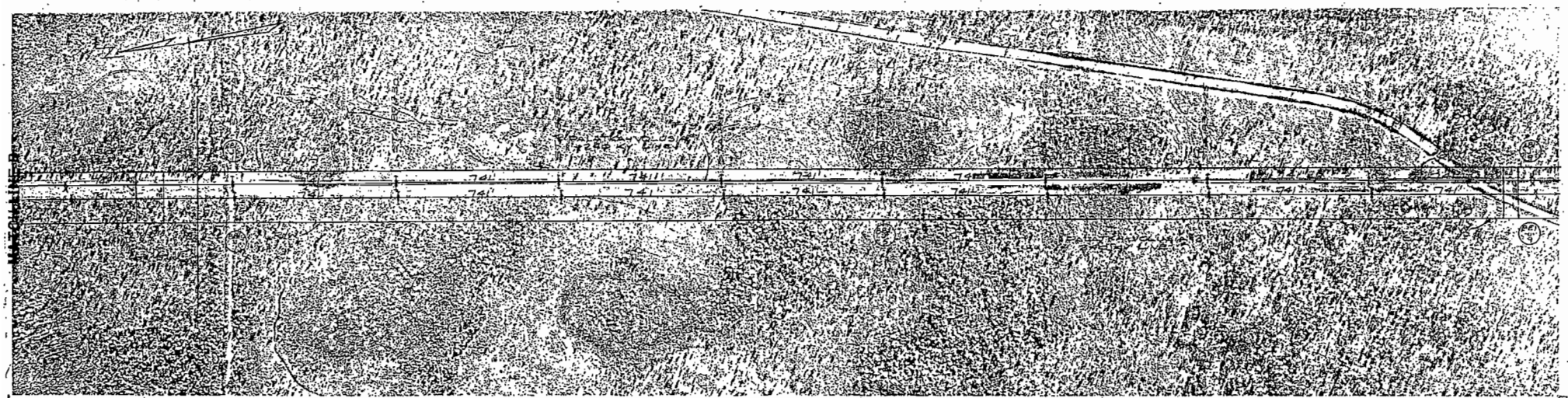
VOLUSIA COUNTY, FLORIDA

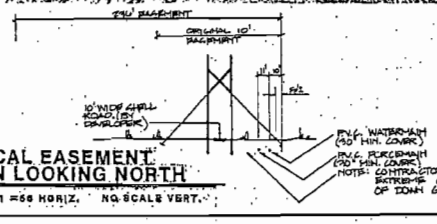
**ZEV COHEN & associates, inc.**
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
55 SETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

| | | |
|---|---|---|
| DRAWING # 53.704-43 | DESIGNER J.K.F. | NOT VALID WITHOUT EMBOSSED SEAL |
| DATE 10-3-85 | DRAFTSPERSON AR | 1-2 FILE LOCATION |
| SCALE 1"=200' | SHEET 1 OF 2 | |

NOT FOR CONSTRUCTION




**TYPICAL EASEMENT SECTION LOOKING NORTH**

APPROX. SCALE: 1 =50 HORIZ. NO SCALE VERT.

| NO | Date | Description | BY |
|---|---|---|---|
| 1 | 11-18-86 | ADD'D DRAINAGE AT HOLE #8 | RKS/PLS |

REVISIONS

# PLANTATION BAY
## OFFSITE WATER AND SEWER

VOLUSIA COUNTY, FLORIDA

B

**ZEV COHEN & associates, inc.**
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
85 SETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

NOT VALID WITHOUT EMBOSSED SEAL

| | | | |
|---|---|---|---|
| DRAWING # | 83-204-63 | DESIGNER | J.K.F. |
| DATE | 10-15-85 | DRAFTSPERSON | A.R. |
| SCALE | 1" = 200' | SHEET | 2 OF 2 |

1-2
FILE LOCATION

## APPENDIX "D"

## CERTIFICATES, PERMITS

1. **Wastewater Treatment Facility Permit Number FLA011597.**

2. **FPSC Wastewater Certificate No. 389S**

Florida Department of
Environmental Protection
Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
Phone: 904/807-3300 ♦ Fax: 904/448-4366

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

**STATE OF FLORIDA**
**DOMESTIC WASTEWATER FACILITY PERMIT**

**PERMITTEE:**

Plantation Bay Utility Company

**PERMIT NUMBER:** FLA011597
**PA FILE NUMBER:** FLA011597-004-DW2R
**ISSUANCE DATE:** August 8, 2008
**EXPIRATION DATE:** August 7, 2013

**RESPONSIBLE AUTHORITY:**

Mr. Douglas R. Ross, Jr.
Vice-President
2379 Beville Road
Daytona Beach, Florida 32119

(386) 236-4160

**FACILITY:**

Plantation Bay Utility WWTF
1600 South Old Dixie Highway
Bunnell, Florida 32110
Flagler County
Latitude: 29° 24' 05" N Longitude: 81° 10' 23" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit is accompanied by an Administrative Order, pursuant to paragraphs 403.088(2)(e) and (f), Florida Statutes. Compliance with Administrative Order, AO 111 NE is a specific requirement of this permit. The above named permittee is hereby authorized to operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

**TREATMENT FACILITIES:**

To operate an existing 0.475 mgd annual average daily flow (AADF) extended aeration wastewater treatment facility with the following process units: one influent bar screen, three aeration tanks with a total capacity of 453,900 gallons, one 112,500-gallon clarifier, one 56,100-gallon aerobic digester, one 240- square foot gravity sand filter consisting of three cells and a 16,100-gallon mudwell, one 52,600-gallon chlorine contact chamber, one 1.7 million gallon percolation/holding pond. The residuals are transported to Shelly's RMF for further treatment and final disposal.

**REUSE**:

**Land Application:** An existing 0.475 MGD annual average daily flow (AADF) permitted capacity slow-rate public access (R-001) consisting of 1.7 million gallons holding pond and the 75 acres of Plantation Bay Golf Course.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements and other conditions set forth in Pages 1 through 26 of this permit.



8

## I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

### A. Reuse and Land Application Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.8:

| | | | Reclaimed Water Limitations | | | | Monitoring Requirements | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Parameter** | **Units** | **Max/Min** | **Annual Average** | **Monthly Average** | **Weekly Average** | **Single Sample** | **Monitoring Frequency** | **Sample Type** | **Monitoring Location Site Number** | **Notes** |
| Flow, through treatment plant | MGD | Maximum | 0.475 | Report | - | - | Continuous | Meter | INF-1 | See Cond.I.A.3 |
| Percent Capacity, (TMADF/Permitted Capacity) x 100 | PERCENT | Maximum | - | Report | - | - | Monthly | Calculated | CAL-1 | |
| BOD, Carbonaceous 5 day, 20C | MG/L | Maximum | 20.0 | 30.0 | - | 60.0 | Every Two Weeks | 8-hour flow proportioned composite | EFA-1 | |
| Turbidity | NTU | Maximum | - | - | - | Report | Continuous | Instrument | EFB-1 | See Cond.I.A.7, I.B.5 & 6 |
| Solids, Total Suspended | MG/L | Maximum | - | - | - | 5.0 | Daily 4 Days/Week | Grab | EFB-1 | |
| pH | SU | Range | - | - | - | 6.0 to 8.5 | Daily | Meter | EFA-1 | |
| Coliform, Fecal | #/100ML | Maximum | See Permit Condition I.A.4. | | | | Daily 4 Days/Week | Grab | EFA-1 | |
| Coliform, Fecal, % less than detection | PERCENT | Maximum | See Permit Condition I.A.4. | | | | Monthly | Calculated | CAL-1 | |
| Total Residual Chlorine (For Disinfection) | MG/L | Minimum | - | - | - | 1.0 | Continuous | Meter | EFA-1 | See Cond.I.A.5 |

| | | | Reclaimed Water Limitations | | | | Monitoring Requirements | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Parameter** | **Units** | **Max/Min** | **Annual Average** | **Monthly Average** | **Weekly Average** | **Single Sample** | **Monitoring Frequency** | **Sample Type** | **Monitoring Location Site Number** | **Notes** |
| Primary Drinking Water Standards | mg/L | Maximum | See Permit Condition I. B. 9 | | | | Annually | 8-hour flow proportioned composite | EFA-1 | |
| Secondary Drinking Water Standards | mg/L | Maximum | See Permit Condition I. B. 9 | | | | Annually | 8-hour flow proportioned composite | EFA-1 | |
| Giardia | Cysts/ 100L | Maximum | See Permit Condition I.A.6. | | | | Once every Five years | Filtered | EFA-1 | |
| Cryptosporidium | Oocysts/ 100 L | Maximum | See Permit Condition I.A.6. | | | | Once every Five years | Filtered | EFA-1 | |

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I. A. 1. and as described below:

| Monitoring Location Site Number | Description of Monitoring Location |
|---|---|
| CAL-1 | Calculated value |
| EFA-1 | After high level disinfection but before discharge to the holding pond. |
| EFB-1 | After filtration, prior to high level disinfection. |
| INF-1 | Prior to biological, chemical, and physical treatment or dilution |

3. Meter shall be utilized to measure flow and calibrated at least annually. *[62-601.200(17) and .500(6)]*

4. Over a 30-day period, at least 75 percent of the fecal coliform values shall be below the detection limits. No sample shall exceed 25 fecal coliforms per 100 mL. No sample shall exceed 5.0 mg/L of total suspended solids (TSS) at a point before the application of the disinfectant. Note: To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). *[62-600.440(5)(f)]*

5. The minimum total chlorine residual shall be limited as described in the approved operating protocol, such that the permit limitation for fecal coliform bacteria will be achieved. In no case shall the total chlorine residual be less than 1.0 mg/L. *[62-600.440(5)(b); 62-610.460(2); and 62-610.463(2)]*

6. Intervals between sampling for Giardia and Cryptosporidium shall not exceed five years. Sampling results shall be reported on DEP Form 62-610.300(4)(a) 4 which is attached to this permit. This form shall be submitted to the Department and to DEP's Reuse Coordinator in Tallahassee. *[62-610.463(4)]*

7. The monitoring frequency of total residual chlorine and turbidity are held in abeyance until the final compliance date listed in Section VI.1 and 2. of the permit.



8

**B. Other Limitations and Monitoring and Reporting Requirements**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.8:

| | | | Limitations | | | | Monitoring Requirements | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Parameter** | **Units** | **Max/Min** | **Annual Average** | **Monthly Average** | **Weekly Average** | **Single Sample** | **Monitoring Frequency** | **Sample Type** | **Monitoring Location Site Number** | **Notes** |
| BOD, Carbonaceous 5 day, 20C | MG/L | Maximum | - | Report | - | - | Every Two Weeks | 8-hour flow proportioned composite | INF-1 | See Cond.I.B. 3 |
| Solids, Total Suspended | MG/L | Maximum | - | Report | - | - | Every Two Weeks | 8-hour flow proportioned composite | INF-1 | See Cond.I.B. 3 |

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I. B. 1 and as described below:

| Monitoring Location Site Number | Description of Monitoring Location |
|---|---|
| INF-1 | Prior to biological, chemical, and physical treatment or dilution |

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-601.500(4)]*

4. The treatment facilities shall be operated in accordance with all approved operating protocols. Only reclaimed water that meets the criteria established in the approved operating protocol(s) may be released to system storage or to the reuse system. Reclaimed water that fails to meet the criteria in the approved operating protocol(s) shall be directed reject storage. The operating protocol(s) shall be reviewed and updated periodically to ensure continuous compliance with the minimum treatment and disinfection requirements. Updated operating protocols shall be submitted to the Department for review and approval upon revision of the operating protocol(s) and with each permit application. *[62-610.320(6) and 62-610.463(2)]*

5. Instruments for continuous on-line monitoring of total residual chlorine and turbidity shall be equipped with an automated data logging or recording device. *[62-610.463(2) & .865(8)(d)]*

6. Parameters which must be monitored as a result of a surface water discharge shall be analyzed using a sufficiently sensitive method to assure compliance with applicable water quality standards and effluent limitations in accordance with 40 CFR (Code of Federal Regulations) Part 136. All monitoring shall be representative of the monitored activity. *[62-620.320(6)]*

7. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. *[62-601.500(5)]*

8. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department's Northeast District Office Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e., monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

| REPORT Type | Monitoring Period | Due Date |
|---|---|---|

| | | |
|---|---|---|
| Monthly | first day of month – last day of month | 28th day of following month |
| Quarterly | January 1 - March 31<br>April 1 – June 30<br>July 1 – September 30<br>October 1 – December 31 | April 28<br>July 28<br>October 28<br>January 28 |
| Semiannual | January 1 – June 30<br>July 1 – December 31 | July 28<br>January 28 |
| Annual | January 1 – December 31 | January 28 |

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Department's Northeast District Office at the address specified in Permit Condition I.B. 12 by the twenty-eighth (28th) of the month following the month of operation.

*[62-620.610(18)][62-601.300(1), (2), and (3)]*

9. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for turbidity, total coliforms, color, and corrosivity). Twenty-four (24) hour composite samples shall be used to analyze reclaimed water or effluent for the primary and secondary drinking water standards. These monitoring results shall be reported to the Department annually on the DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted in lieu of the report. The annual reclaimed water or effluent analysis report or the certification shall be completed and submitted in a timely manner so as to be received by the Department – Northeast District Office by January 1 of each year. Approved analytical methods identified in Rule 62-620.100(3)(i), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-601.300(4)][62-601.500(3)][62-610.300(4)]*

10. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. *[62-610.870(3)]*

11. The permittee shall maintain an inventory of storage systems. The inventory shall be submitted to the Department at least 30 days before reclaimed water will be introduced into any new storage system. The inventory of storage systems shall be attached to the annual submittal of the Annual Reuse Report. *[62-610.464(5)]*

12. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified below:

    Northeast District Office
    Wastewater Section
    7825 Baymeadows Way, Suite B200
    Jacksonville, Florida 32256-7590

    Phone Number - 904-807-3300
    FAX Number - 904-448-4366
    All FAX copies shall be followed by original copies. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

## II. RESIDUALS MANAGEMENT REQUIREMENTS

1. The method of residuals use or disposal by this facility is transport to Shelley's Environmental Systems, or to a DEP-permitted WWTF, or a DEP-permitted RMF, or/and disposal in a Class I or II solid waste landfill. If the residual treatment facility is changed, a written agreement between Plantation Bay Utility WWTF and the new residual treatment facility shall be submitted to the Department at least 30 days prior to the transport of residuals. *[62-640.880(3)(c)]*

2. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. *[62-640.300(5)]*

3. The permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. *[62-640.300(5)]*

4. Disposal of residuals, septage, and other solids in a solid waste landfill, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. *[62-640.100(6)(k)3 & 4]*

5. If the permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*

6. The permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:

Source Facility

1. Date and Time Shipped
2. Amount of Residuals Shipped
3. Degree of Treatment (if applicable)
4. Name and ID Number of Residuals Management Facility or Treatment Facility
5. Signature of Responsible Party at Source Facility
6. Signature of Hauler and Name of Hauling Firm

Residuals Management Facility or Treatment Facility

1. Date and Time Received
2. Amount of Residuals Received
3. Name and ID Number of Source Facility
4. Signature of Hauler
5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility. *[62-640.880(4)]*

7. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. *[62-640.300(4)]*

## III. GROUND WATER REQUIREMENTS

### Construction Requirements

1. The permittee shall give at least 72-hours notice to the Department's Northeast District Office, prior to the installation of any monitoring wells detailed in this permit. *[62-4.070]*

2. Prior to construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location in order to establish the well depth and screen interval. *[62-522.900(3)]*

3. Within 30 days after installation of a new monitoring well, the permittee shall submit to the Department's Northeast District Office detailed information on the well's location and construction on the attached DEP Form(s) 62-522.900(3), Monitor Well Completion Report. *[62-522.600]*



8

**Operational Requirements**

4. For the Part III Public Access system, all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. For major users of reclaimed water (i.e., using 0.1 MGD or more), the zone of discharge shall extend horizontally 100 feet from the application site or to user's site property line, whichever is less, and vertically to the base of the surficial aquifer. For other users, the zone of discharge shall extend horizontally to the boundary of the general service area identified in the attached map and vertically to the base of the surficial aquifer. *[62-520.200(23)] [62-522.400 and 62-522.410]*

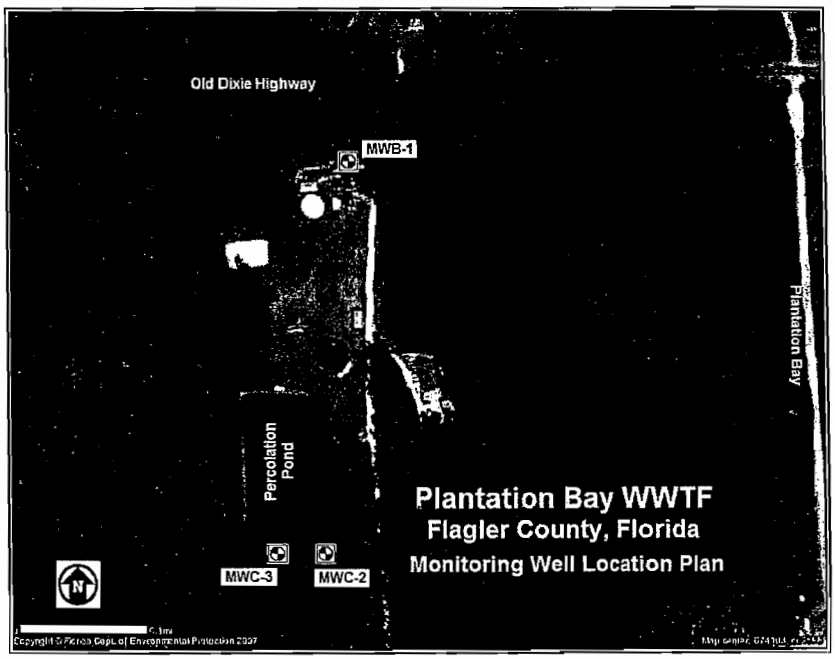
5. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. *[62-520.400 and 62-520.420(4)]*

6. During the period of operation authorized by this permit, the permittee shall sample ground water in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-522.600, F.A.C. *[62-522.600][62-610.463, ]*

7. The following monitoring wells shall be sampled in accordance with the monitoring frequencies specified in Permit Condition III.8. for Reuse System R-001. Quarterly sampling must be reasonably spaced to be representative of potentially changing conditions.

| Monitoring Well ID | Alternate Well Name and/or Description of Monitoring Location | Depth (Feet) | Aquifer Monitored | New or Existing |
|---|---|---|---|---|
| MWB-1 | At NE corner of potable water treatment plant | 15 | Surficial | existing |
| MWC-2 | WWTP site at SE corner of percolation/holding pond | 17 | Surficial | existing |
| MWC-3R | WWTP site along southern margin of percolation pond | 17 | Surficial | existing |

MWB = Background; MWI = Intermediate; MWC = Compliance *[62-522.600][62-610.463]*




8. The following parameters shall be analyzed for each of the monitoring well(s) identified in Permit Condition(s) III. 7:

| Parameter | Compliance Well Limit | Units | Sample Type | Monitoring Frequency |
|---|---|---|---|---|
| Water Level Relative to NGVD | Report | FEET | In-situ | Quarterly |
| Solids, Total Dissolved (TDS) | 500 | MG/L | Grab | Quarterly |
| Chloride (as Cl) | 250 | MG/L | Grab | Quarterly |
| Coliform, Fecal | 4 | #/100ML | Grab | Quarterly |
| pH | 6.5 to 8.5 | SU | In-situ | Quarterly |
| Sulfate, Total | 250 | MG/L | Grab | Quarterly |
| Nitrite+Nitrate, Total (as N) | 10 | MG/L | Grab | Quarterly |

*[62-522.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601][62-601.300(6)] [62-520.300(9)]*

9. If the concentration for any constituent listed in Permit Condition III. 8. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative natural background quality shall be the prevailing standard. *[62-520.420(2)]*

10. In accordance with Part D of Form 62-620.910(10), water levels shall be recorded before evacuating wells for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NGVD allowable) at a precision of plus or minus 0.01 foot. *[62-610.463(3)(a), ]*

11. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-601.700(5)]*

12. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Northeast District Office as being more representative of ground water conditions. *[62-520.300(9)]*

13. Ground water monitoring parameters shall be analyzed in accordance with Chapter 62-601, F.A.C. *[62-620.610(18)]*

14. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10). For reuse or land application projects, results shall be submitted with the DMR for each month listed in the following schedule. The submitted results shall be for each year during the period of operation allowed by this permit in accordance with Permit Condition I.B.8. *[62-522.600(10) and (11)(b)] [62-601.300(3), 62.601.700, and Figure 3 of 62-601] [62-620.610(18)]*

| SAMPLE PERIOD | REPORT DUE DATE |
|---|---|
| January - March | April 28 |
| April - June | July 28 |
| July - September | October 28 |
| October - December | January 28 |

15. If any monitoring well becomes damaged or cannot be sampled for some reason, the permittee shall notify the Department's Northeast District Office immediately and a written report shall follow within seven days detailing the circumstances and remedial measures taken or proposed. Repair or replacement of monitoring wells shall be approved in advance by the Department's Northeast District Office. *[62-522.600][62-4.070(3)]*

16. All piezometers and monitoring wells not part of the approved ground water monitoring plan are to be plugged and abandoned in accordance with Rule 62-532.500(4), F.A.C., unless there is intent for their future use. *[62-532.500(4)]*

## IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

### Part III Public Access System(s) (R-001)

1. Cross-connections to the potable water system are prohibited. *[62-610.469(7)]*

2. A cross-connection control program shall be implemented and/or remain in effect within the areas where reclaimed water will be provided for use. *[62-610.469(7)]*

3. The permittee shall conduct inspections within the reclaimed water service area to verify proper connections, to minimize illegal cross-connections, and to verify the proper use of reclaimed water. Inspections are required when a customer first connects to the reuse distribution system. Subsequent inspections are required as specified in the cross-connection control and inspection program. *[62-610.469(7)(h)]*



8

4. If a cross-connection between the potable and reclaimed water systems is discovered, the permittee shall:

   a. Immediately discontinue potable water and/or reclaimed water service to the affected area.

   b. If the potable water system is contaminated, clear the potable water lines.

   c. Eliminate the cross-connection.

   d. Test the affected area for other possible cross-connections.

   e. Within 24 hours, notify the Northeast District Office's domestic wastewater and drinking water programs.

   f. Within 5 days of discovery of a cross-connection, submit a written report to the Department detailing: a description of the cross-connection, how the cross-connection was discovered, the exact date and time of discovery, approximate time that the cross-connection existed, the location, the cause, steps taken to eliminate the cross-connection, whether reclaimed water was consumed, and reports of possible illness, whether the drinking water system was contaminated and the steps taken to clear the drinking water system, when the cross-connection was eliminated, plan of action for testing for other possible cross-connections in the area, and an evaluation of the cross-connection control and inspection program to ensure that future cross-connections do not occur. *[62-555.350(3) and 62-555.360][62-620.610(20)]*

5. Maximum obtainable separation of reclaimed water lines and potable water lines shall be provided and the minimum separation distances specified in Rule 62-610.469(7), F.A.C., shall be provided. Reuse facilities shall be color coded or marked. Underground piping which is not manufactured of metal or concrete shall be color coded using Pantone Purple 522C using light stable colorants. Underground metal and concrete pipe shall be color coded or marked using purple as the predominant color. *[62-610.469(7)]*

6. In constructing reclaimed water distribution piping, the permittee shall maintain a 75-foot setback distance from a reclaimed water transmission facility to public water supply wells. No setback distances are required to other potable water supply wells or to any nonpotable water supply wells. *[62-610.471(3)]*

7. A setback distance of 75 feet shall be maintained between the edge of the wetted area and potable water supply wells, unless the utility adopts and enforces an ordinance prohibiting potable water supply wells within the reuse service area. No setback distances are required to any nonpotable water supply well, to any surface water, to any developed areas, or to any private swimming pools, hot tubs, spas, saunas, picnic tables, barbecue pits, or barbecue grills. *[62-610.471(1), (2), (5), and (7)]*

8. Reclaimed water shall not be used to fill swimming pools, hot tubs, or wading pools. *[62-610.469(4)]*

9. Low trajectory nozzles, or other means to minimize aerosol formation shall be used within 100 feet from outdoor public eating, drinking, or bathing facilities. *[62-610.471(6)]*

10. A setback distance of 100 feet shall be maintained from indoor aesthetic features using reclaimed water to adjacent indoor public eating and drinking facilities. *[62-610.471(8)]*

11. The public shall be notified of the use of reclaimed water. This shall be accomplished by posting of advisory signs in areas where reuse is practiced, notes on scorecards, or other methods. *[62-610.468(2)]*

12. All new advisory signs and labels on vaults, service boxes, or compartments that house hose bibbs along with all labels on hose bibbs, valves, and outlets shall bear the words "do not drink" and "no beber" along with the equivalent standard international symbol. In addition to the words "do not drink" and "no beber," advisory signs posted at storage ponds and decorative water features shall also bear the words "do not swim" and "no nadar" along with the equivalent standard international symbols. Existing advisory signs and labels shall be retrofitted, modified, or replaced in order to comply with the revised wording requirements. For existing advisory signs and labels this retrofit, modification, or replacement shall occur within 365 days after the date of this permit. For labels on existing vaults, service boxes, or compartments housing hose bibbs this retrofit, modification, or replacement shall occur within 730 days after the date of this permit. *[62-610.468 & 62-610.469]*

13. The permittee shall ensure that users of reclaimed water are informed about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. Notification is required at the time of initial connection to the reclaimed water distribution system and annually after the reuse system is placed into operation. A description of on-going public notification activities shall be included in the Annual Reuse Report. *[62-610.468(6)]*

14. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.414 & 62-610.464]*

15. Overflows from emergency discharge facilities on storage ponds shall be reported as an abnormal event to the Department's Northeast District Office within 24 hours of an occurrence. The provisions of Rule 62-610.800(9), F.A.C., shall be met. *[62-610.800(9)]*

## V. OPERATION AND MAINTENANCE REQUIREMENTS

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapters 62-699 and 62-610.462(2), FAC, F.A.C., this facility is a Category III, Class C facility and operators with appropriate certification must be on the site as follows:

   A Class C or higher operator 24 hours/day for 7 days/week. The lead operator must be a B, or higher.

   *[62-620.630(3)] [62-699.310] [62-610.462(2)]*

2. An operator meeting the lead operator classification level of the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(1)]*

3. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*

4. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

5. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility:

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation and a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports required by the permit for at least three years from the date the report was prepared;

   c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;

   d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;

   e. A copy of the current permit;



8

f. A copy of the current operation and maintenance manual as required by Chapter 62-600,. F.A.C.;

g. A copy of the facility record drawings;

h. Copies of the licenses of the current certified operators; and

i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and certification number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities; tests performed and samples taken; and major repairs made. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

*[62-620.350]*

## VI. SCHEDULES

1. In accordance with sections 403.088(2)(e) and (f), Florida Statutes, a compliance schedule for this facility is contained in Administrative Order AO 111 NE which is hereby incorporated by reference.

2. The following construction schedule for the facilities shall be followed, unless a minor permit revision is issued to amend the schedule:

| Implementation Step | | Completion Date |
|---|---|---|
| (1) | Submit a **completed** application for a permit to upgrade the wastewater treatment system to meet a Class I reliability equipments. | January 01, 2010 |
| (2) | Begin Construction | January 01, 2011 |
| (3) | Submit first report summarizing the construction progress | March 01, 2011 |
| (4) | Submit second report summarizing the construction progress | May 01, 2011 |
| (5) | Submit third report summarizing the construction progress | September 01, 2011 |
| (6) | End Construction | December 31, 2011 |
| (7) | Operational Level Attained | January 01, 2012 |

*[62-620.400]*

## VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

This facility is not required to have a pretreatment program at this time. *[62-625.500]*

## VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall apply for renewal of this permit at least 180 days before the expiration date of the permit using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. The existing permit shall not expire until the Department has taken final action on the application renewal in accordance with the provisions of 62-620.335(3) and (4), F.A.C. *[62-620.335(1)-(4)]*

2. Florida water quality criteria and standards shall not be violated as a result of any discharge or land application of reclaimed water or residuals from this facility. *[62-610.850(1)(a) and (2)(a)]*

3. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*

4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*

5. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*

6. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):

   a. Which may cause fire or explosion hazards; or

   b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

   c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or



8

d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or

e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health or safety problems.

*[62-604.130(5)]*

7. The treatment facility, storage ponds, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b)]*

8. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

9. The Permittee shall provide verbal notice to the Department as soon as practical after discovery of a sinkhole within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The Permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department in a written report within 7 days of the sinkhole discovery. *[62-4.070(3)]*

10. The permittee shall provide adequate notice to the Department of the following:

    a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C. if it were directly discharging those pollutants; and

    b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

    Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

    *[62-620.625(2)]*

## IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*



8

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*



8

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

   a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

   b. Have access to and copy any records that shall be kept under the conditions of this permit;

   c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

   d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

   *[62-620.610(9)]*

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, Florida Administrative Code. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time



8

to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300 and the Department of Environmental Protection Guide to Wastewater Permitting at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2) for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

    a. A description of the anticipated noncompliance;

    b. The period of the anticipated noncompliance, including dates and times; and

    c. Steps being taken to prevent future occurrence of the noncompliance.

    *[62-620.610(17)]*

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.

    a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

    b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring



8

shall be included in the calculation and reporting of the data submitted in the DMR.

c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.

d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220 and 62-160.330, F.A.C.

*[62-620.610(18)]*

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

    a. The following shall be included as information which must be reported within 24 hours under this condition:

        1. Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,

        2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,



8

3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and

4. Any unauthorized discharge to surface or ground waters.

b. Oral reports as required by this subsection shall be provided as follows:

1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph a.4 that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:

a) Name, address, and telephone number of person reporting;

b) Name, address, and telephone number of permittee or responsible person for the discharge;

c) Date and time of the discharge and status of discharge (ongoing or ceased);

d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);

e) Estimated amount of the discharge;

f) Location or address of the discharge;

g) Source and cause of the discharge;

h) Whether the discharge was contained on-site, and cleanup actions taken to date;

i) Description of area affected by the discharge, including name of water body affected, if any; and

j) Other persons or agencies contacted.

2. Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

*[62-620.610(20)]*

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 17., 18. and 19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX. 20 of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

    a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:

        1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and

        2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

        3. The permittee submitted notices as required under Permit Condition IX. 22. b. of this permit.

    b. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

    c. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. a. 1. through 3. of this permit.

    d. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. a. through c. of this permit.

    *[62-620.610(22)]*

23. Upset Provisions

    a. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:



8

1. An upset occurred and that the permittee can identify the cause(s) of the upset;

2. The permitted facility was at the time being properly operated;

3. The permittee submitted notice of the upset as required in Permit Condition IX. 20. of this permit; and

4. The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.

b. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

c. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

*[62-620.610(23)]*

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Melissa M. Long

Melissa M. Long, P.E.
Water Facilities Administrator

DATE: August 8, 2008



8

## APPENDIX "E"

## DEVELOPER AGREEMENTS

| Name of Project | Date of Agreement | Status |
|---|---|---|
| Dixie Commons<br>Lighthouse Development Group, Inc. | October 26, 2005 | Infrastructure Completed |

No Third party consents necessary for assumption by Purchaser.
Connection charges for 55.71 ERC's for 28 lots were paid by the Developer.
Three commercial buildings have been connected to the system.
The amount collected was $171,308 of which $152,953.55 is due Purchaser at Closing.

---

| | | |
|---|---|---|
| Old Dixie Community Park<br>Flagler County, Florida | March 5, 2007 | Completed/in service |

---

| | | |
|---|---|---|
| Bri-Chad Construction<br>(Dixie Crossings) | June 18, 1987 | Raw land - stub outs for water and Sewer on south side |

No third party consents necessary for assumption by Purchaser.
No connection charges have been collected.
No buildings have been connected to the system.

---

| | | |
|---|---|---|
| The Reserve at Flagler<br>(Plantation Estates) | September 30, 2005 | Infrastructure Completed |

84 Acres Limited Partnership - assigned to Flagler Reserve, LLC on March 22, 2007.

No third party consents necessary for assumption by Purchaser.
Connection charges for 75 ERC's were paid by the Developer.
No connections have been made to the system.
The amount collected was $230,625 which is due Purchaser at Closing.

**APPENDIX "F"**

**CONTRACTS AND LEASES**

NONE

J.

**APPENDIX "G"**

**INVENTORY**

Minor miscellaneous items at plant site.

# APPENDIX "H"

## EQUIPMENT

None

## APPENDIX "I"

## ENVIRONMENTAL COMPLIANCE

1. Administrative Order No. AO 111 NE dated August 8, 2008 and subsequent Consent Order dated _____, 2013.

2. Failure to timely renew Domestic Wastewater Facility Permit No. FLA011597, which Donor will remedy through a renewal application prepared by Finley Engineering Group under contract dated February 21, 2013 ("Contract"). Donee shall reimburse Donor for 50% of the renewal application cost prepared in accordance with the Contract. Donor shall provide all correspondence, applications, contracts, DEP requests for additional information and responses thereto, and any other information related to the permit renewal and Donor shall secure the prior consent of Donee for any permit renewal obligations which are not currently in Permit No. FLA011597 or in the Consent Order between Donor and DEP dated ____ .

3. The results of the Compliance Evaluation Inspection conducted on February 21, 2013 at the Wastewater Treatment Facility and the resulting compliance requirements in DEP email dated February 28, 2013.

Florida Department of
Environmental Protection
Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
Phone: 904/807-3300 ♦ Fax: 904/448-4366

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

**BEFORE THE STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

IN THE MATTER OF:

IN THE OFFICE OF THE
NORTHEAST DISTRICT

Mr. Douglas R. Ross, Jr.
Vice-President
Plantation Bay Utility Company
2379 Beville Road
Daytona Beach, FL 32119

Administrative Order No.: AO 111 NE
FDEP Permit No.: FLA011597
Plantation Bay WWTF
Flagler County

**ORDER ESTABLISHING COMPLIANCE SCHEDULE UNDER SECTION 403.088(2)(f), F.S.**

## I. STATUTORY AUTHORITY

The Department of Environmental Protection (Department) issues this order under the authority of Section 403.088 of the Florida Statutes. The Secretary of the Department has delegated this authority to the Director of District Management, who issues this order and makes the following findings of fact.

## II. FINDINGS OF FACT

1. The Plantation Bay Utility Company, Inc. is a person under Section 403.031 of the Florida Statutes.

2. The Plantation Bay Utility Company owns and operates a wastewater treatment facility located on 1600 South Old Dixie Highway Bunnell Florida 32110, Flagler County Florida which discharges wastewater into waters of the state as defined in Section 403.031 of the Florida Statutes.

3. The Plantation Bay Utility Company has applied for a permit under Section 403.088(2) of the Florida Statutes.

4. The Plantation Bay Utility Company discharge does not consistently meet the limits for total suspended solids within Specific Condition Number I.A.1. of DEP Permit No.FLA011597.

5. The Plantation Bay Utility Company cannot monitor continuously for total residual chlorine, pH, and turbidity within Specific Condition Number I.A.1. of DEP Permit No.FLA011597.

6. The Plantation Bay Utility Company does not meet construction schedule to upgrade the Plantation Bay WWTF to meet a Class I reliability requirements by January 01, 2010 as defined by Rule 62-610.100(9)(l), F.A.C.

7. Sections 403.088(2)(e) and (f) of the Florida Statutes authorize the Department to issue a permit for the discharge of wastes into waters of the state, accompanied by an order establishing a schedule for achieving compliance with all permit conditions if the specified criteria are met.

8. The Department finds that

(1) The applicant needs permission to pollute the waters within the state for a period of time necessary to complete research, planning, construction, installation, or operation of an approved and acceptable pollution abatement facility or alternative waste disposal system;

(2) There is no present, reasonable, alternative means of disposing of the waste other than by discharging it into waters of the state;

(3) The granting of an operation permit will be in the public interest;

(4) The discharge will not be unreasonably destructive to the quality of the receiving waters.

**III. ORDER**

Based on the foregoing findings of fact, IT IS ORDERED,

1. The Permittee, Plantation Bay Utility Company, shall be allowed to convey the effluent and reuse at the reuse siste R-001 and shall comply with the requirements of this Order, the Permit, and any subsequent revisions to the Permit.

2. During the interim period in which the Permittee is working to bring the Facility into compliance as required by this Order, the following monitoring requirements for total suspended solids shall apply at outfall R-001.

**a. Interim TSS Limit**

i. During the period beginning upon the issue date of the permit and lasting through the completion date of the final impletion action specified in Condition III.3 of this Order, the permittee is authorized to discharge effluent from Outfall R-001 to Percolation/Evaporation Pond. Such interim discharge shall be limited and monitored by the permittee as specified below:

| | | | Effluent Limitations | | | | Monitoring Requirements | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Parameter** | **Units** | **Max/Min** | **Annual Average** | **Monthly Average** | **Weekly Average** | **Single Sample** | **Monitoring Frequency** | **Sample Type** | **Monitoring Location Site Number** | **Notes** |
| Solids, Total Suspended | MG/L | Maximum | - | - | - | Report | Daily 5 Days/Week | Grab | EFB-1 | |
| Solids, Total Suspended | MG/L | Maximum | - | - | 5.0 | - | Weekly | Calculated | CAL-1 | |
| Total Residual Chlorine (For Disinfection) | MG/L | Minimum | - | - | - | 1.0 | Daily | Grab | EFA-1 | |

$$\textbf{\textit{Weighted TSS Concentration}} = \frac{\Sigma(Flow*TSS)}{\Sigma(Flow)} \leq 5.0 \text{ mg/L Weekly Average (Rolling)}$$

Where

Flow (MGD) = Daily flow from the WWTF to the holding pond.

TSS (mg/L) = Concentration of TSS from the grab sample collected at EFB-1.

$\Sigma$ = Sum.

ii. Effluent samples shall be taken at the monitoring site locations listed above and as described below:

| Monitoring Location Site Number | Description of Monitoring Location |
|---|---|
| EFB-1 | After filtration, prior to high level disinfection. |
| CAL-1 | Calculated value |
| EFA-1 | After high level disinfection but before discharge to the holding pond. |

iii. Plantation Bay Utility Company shall meet the schedule below:

| Implementation Step | | Completion Date |
|---|---|---|
| (1) | Submit a **completed** application for a permit to upgrade the wastewater treatment system to meet a Class I reliability equipments. | January 01, 2010 |
| (2) | Begin Construction | January 01, 2011 |
| (3) | Submit first report summarizing the construction progress | March 01, 2011 |
| (4) | Submit second report summarizing the construction progress | May 01, 2011 |
| (5) | Submit third report summarizing the construction progress | September 01, 2011 |
| (6) | End Construction | December 31, 2011 |
| (7) | Operational Level Attained | January 01, 2012 |

iv This interim limit and monitoring requirement for total suspended solids becomes effective on the final issue date of the Permit and expire on January 01, 2012.

b. **Interim Minimum Staff Hours:**

During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapters 62-699 and 62-610.100(9), FAC, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 6 hours/day for 5 days/week and one weekend visit. The lead operator must be a C, or higher.

[62-620.630(3)] [62-699.310] [62-610.462(2)]

3. The Plantation Bay Utility Company shall maintain and operate its facilities in compliance with all other conditions of DEP Permit No.FLA011597.

4. This order may be modified as set forth in Chapter 62-4 and 62-620 of the Florida Administrative Code.

5. Reports or other information required by this order shall be sent to:

Jeff S. Martin, P.E.
Wastewater Permitting Section
Northeast District Office
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590

6. This order does not operate as a permit under Section 403.088 of the Florida Statutes. This order shall be incorporated by reference into DEP Permit No.FLA011597 which shall require compliance by the permittee with the requirements of this order.

7. Failure to comply with the requirements of this order shall constitute a violation of this order and DEP Permit No.FLA011597, and may subject the permittee to penalties as provided in Section 403.161 of the Florida Statutes.

8. This order is final when filed with the clerk of the

9. Department and the Plantation Bay Utility Company then shall implement this order unless a petition for an administrative proceeding (hearing) is filed in accordance with the notice set forth in the following section.

## IV. NOTICE OF RIGHTS

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the public notice or receipt of the written notice, whichever occurs first.

Under Section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for mediation within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57 of the Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; each the Department case or identification number and the county in which the subject matter or activity is located;

(b) A statement of when and how each petitioner received notice of the Department action;

(c) A statement of how each petitioner's substantial interests are affected by the Department action;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;

(f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(g) Demand for relief (sought by the petitioner, stating precisely the action that the petitioner wants the Department to take).

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise contain the same information as set forth above, as required by Rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in Section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57 for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order Inc. orporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within fourteen

days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57.

If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57 remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

DONE AND ORDERED on this 8 day of August, 2008 in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Melissa M. Long

Melissa M. Long, P.E.
Water Facilities Administrator

Copies furnished by electronic mail to:

Jerry Finlely, P.E.
Flagler County H.D,
Flagler County Board of Commissioners

**CONSENT ORDER**

## APPENDIX "J"

## PENDING LEGAL ACTIONS

None

## APPENDIX "K"

## REAL PROPERTY ENCROACHMENTS

None

# Appendix "L"

# Utility Developer Agreement

g

# UTILITY DEVELOPER AGREEMENT

**THIS AGREEMENT** made and entered into this ____ day of _____, 2013, by and between WL Residential Land, LLC, a Florida corporation, and Intervest at Plantation Bay, LLC, a Florida corporation, hereinafter referred to collectively as "Developer," and City of Bunnell, Florida and Flagler County, hereinafter referred to collectively as "Utility,"

**WHEREAS**, Developer owns or controls lands located in Volusia and Flagler Counties Florida, and within the Plantation Bay Development of Regional Impact as further described in the DRI Development Order and Amendments thereto ("DRI"), hereinafter referred to as the "Property"; and

**WHEREAS**, Developer has plans to continue to develop the Property by constructing the build out of the DRI in accordance with the DRI Development Orders and any amendments thereto; and

**WHEREAS**, the Developer is not a direct party to the Agreement for Purchase and Sales to which this Agreement is an Appendix; and

**WHEREAS**, Developer desires that the Utility provide potable water ("Water Service") and central wastewater collection, treatment and disposal ("Wastewater Service") to development occurring on the Property; and

**WHEREAS**, Plantation Bay Utility Co. ("PBUC") is an affiliate of the Developer, and had it not sold its assets to Utility, the Developer would have provided future well sites and easements for raw water lines in cooperation with PBUC as either Contributions-in-Aid-of-Construction ("CIAC") or for valuable consideration, as appropriate; and

**WHEREAS**, the Developer wishes to provide for future well site locations and easements for raw water lines if required; and

**WHEREAS**, over the years Developer has constructed various utilities improvements as CIAC to serve and further Developer's development of the DRI; and

**WHEREAS**, the Developer may or may not have always provided a Bill of Sale for such CIAC due to fact that the PBUC was an affiliate of the Developer's; and

**WHEREAS**, the Developer desires to provide a blanket bill of sale for all existing utilities the Developer constructed to ensure all utility assets are properly conveyed; and,



9

**WHEREAS**, Developer has constructed various utility facilities across Developer's property to service its development for which a full or complete easement to access and maintain (including replacement) these utility facilities may or may not exist, been granted to PBUC, or properly recorded in the public records; and

**WHEREAS**, Developer desires to provide the easements as necessary to ensure such existing utility facilities are accessible and maintained (to include replacement) when not otherwise covered by an existing and properly recorded utility easement; and

**WHEREAS**, the Utility and Developer agree to cooperate and work together to ensure quality, seamless utility service to the shared customers/residents and businesses within the Property; and

**WHEREAS**, the Utility is willing to provide and utilize its best efforts, to continuously provide water and sewer service for all phases of the Development per the Utility's adopted Standards, Procedures, and Rates, as may amended from time to time; and

**WHEREAS,** the Developer represents that it has the authority to enter in this Agreement and to deliver the assurances and legal instruments provided for herein.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Utility hereby covenant and agree as follows:

1.0 Recitals. The foregoing statements are true and correct and incorporated herein.

2.0 Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Contribution-in-aid-of-Construction (CIAC)" – The sum of money and/or the value of property represented by the cost of the Utility Systems including lift stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Utility at no cost to Utility to provide Utility Service to the Property.

(b) "Equivalent Residential Connection (ERC)" – A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 300 gallons per day (gpd) for water service and 240 gallons per day (gpd) for wastewater service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 300 gpd for water service and 240 gpd for wastewater service.



8

(c) "Point of Demarcation" – For wastewater service, the point where the pipes of Utility are connected with the pipes of the Consumer, and for water service is at the outflow of the water meter.

(d) "Property" – The Developer owned or controlled parcels of land within the Plantation Bay Development of Regional Impact ("DRI") as further described in the DRI Development Order and Amendments thereto described in Exhibit "A."

(e) "Service" – The readiness and ability on the part of Utility to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

(f) "System Capacity Charges" – Are utility charges that are assessed as a flat fee, per ERC to new or expanding utility users for water and wastewater system capacity impacts to include, but not be limited to, the production, treatment, storage, and transmission of water and wastewater (including reuse) hereafter; referred to as "Capacity Charges".

(g) "Zone of Exclusion" - All land within a two hundred fifty (250) foot radius of an existing or designated potable water wellhead. Within this "zone of exclusion," no incompatible land uses shall be permitted. Incompatible land uses shall include those industrial and commercial land uses, which handle, store or process hazardous or toxic materials, landfills, borrow pits which penetrate through confining beds and waste storage, transfer, disposal and treatment facilities.

3.0 Bill of Sale. The Developer shall the execute a general bill of sale in form attached as Exhibit "B" for all utility improvements to include water, sewer, and reuse up to the point of demarcation

4.0 Easement for Existing Utilities. The Developer shall execute a Grant of Easement in the form attached as Exhibit "C" as necessary, now or in the future, for all utility improvements that exist at the time of execution hereof, or are required to be conveyed pursuant to this Agreement, to include water, sewer, and reuse up to the point of demarcation.

5.0 Credited ERC Capacity Charges. As partial consideration for the sale of utility assets to Utility by PBUC, Utility hereby reserves 150 ERCs of Water Service and Wastewater Service capacity for Developer's use ("Reserve Capacity") for a period of time not to exceed seven years from this date. The terms and conditions of this Developer Agreement shall apply to the Reserve Capacity; provided that, all Capacity Charges for the Reserve Capacity shall be considered prepaid, with no further capacity payment required from Developer. The take down of water and wastewater capacity under this Agreement shall first be credited against the Reserve Capacity. Upon the expiration of the above-referenced seven year period, or the utilization of the Reserved Capacity, whichever occurs first, subsequent water, reclaimed water and wastewater Capacity Charges shall be subject to maximum guaranteed rate of not to exceed Six Thousand Dollars ($6,000.00) per ERC. The maximum guaranteed rate shall apply to no more than 400 ERC's, and shall apply to connections made by Developer or Developer's designees



8

within the Service Territory. The maximum guaranteed rate shall expire upon the earlier of the installation of the 400 ERC's or ten (10) years from the date of this Agreement.

5.1 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the Capacity Charges paid or to any of the water or wastewater facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of Capacity Charges, no interest payment on said Capacity Charges and otherwise, are applicable to all persons or entities.

5.2 Any user or consumer of Utility Service shall not be entitled to offset any bill or bills rendered by Utility for such service or services against the Capacity Charges paid. Developer shall not be entitled to offset the Capacity Charges against any claim or claims of Utility.

6.0 On-Site Facilities. Developer hereby covenants and agrees to design and construct at its sole cost and expense the on-site water distribution and wastewater collection systems. The term "on-site water distribution and wastewater collection systems" means and includes all pipes, valves, facilities and equipment, including pumping stations and lift stations, constructed within the boundaries of Developer's Property adequate in size to provide each building within the Property with water and wastewater service and in compliance with any adopted Utility Standards and Procedures Ordinance. To secure additional capacity beyond the Reserved Capacity, a supplemental Developer Agreement, or amendment hereto, shall be required per phase as part of the platting/development process.

7.0 Off-Site Facilities. Developer shall design and construct at its sole cost and expense the off-site water distribution and wastewater collection systems. The term "off-site wastewater collection systems" means and includes all water distribution and wastewater collection lines, facilities, and equipment, including lift stations and main line, located outside the boundaries of Developer's Property and constructed for the purpose of connecting on-site systems to Utility's existing main. The terms and conditions for the construction and conveyance to the Utility of the on-site and off-site facilities, including the oversizing of water distribution and/or wastewater collection systems to serve property other than the Property, shall be in compliance with the duly adopted Utilities Standards and Procedures. To secure additional capacity beyond the Reserved Capacity, a supplemental Developer Agreement, or amendment hereto, shall be required per phase as part of the platting/development process.

8.0 Existing Potable Water Well Field. At closing on Utility's purchase of the utility assets of PBUC of even date herewith, Utility acquired the right to construct additional wells and appurtenant facilities, as well as any pretreatment facilities related to those wells, within the 137 acre well field parcel identified on Map H of the DRI encompassing four existing well sites that are currently in use for the provision of water service to the DRI ("Well Field"). A copy of the survey showing the existing wells is shown in Exhibit "D" to this Agreement. Developer agrees that any portion of the Property in proximity to the well sites within the Well Field shall be maintained in accordance with requirements defined as a Zone of Exclusion as currently defined in the Flagler County Comprehensive Plan. Upon execution hereof, the Developer shall convey



9

to Utility a Grant of Easement over the Well Field in the form attached hereto as Exhibit "E." As more specifically set forth therein, the easement shall accommodate the existing wells and authorize additional well sites as are reasonably required by Utility for the provision of Water Service to the DRI at no cost to the Utility. The easement shall permit the Utility to do all things necessary or convenient for the development, permitting, construction, maintenance and monitoring of existing and future wells without prior notice to or approval of Developer including, but not limited to, ingress and egress, soil boring, evaluating wetlands, explore site conditions, drilling of exploratory wells, water sampling and testing, surveying, installation and maintenance of production and monitoring wells, land clearing, power line extensions, raw water line construction and maintenance, construction of pre-treatment facilities and related other activities. Developer retains the right to utilize the Well Field land for any purpose not inconsistent herewith and provided that use of the Property as a well field shall have priority over all other uses.

9.0 Future Potable Water Wells. The engineer for PBUC determined that it would take approximately 16 to 20 well sites to service the DRI, before the Utility Service Area was expanded by PBUC. Additionally, of the four existing wells in the Well Field, two have substantial water quality issues making them potentially unusable in which case additional well sites outside of the Well Field may be required. Future well sites within the Well Field are authorized pursuant to the Grant of Easement attached as Exhibit "E." Future well sites located on Developer's property outside the Well Field will require payment to the Developer of $20,000 each, or four (4) prepaid water and wastewater ERC's, at Utility's option, and any water withdrawals thereunder will be at no cost to Utility. A well site shall include sites for test wells related to Water Service. A well site shall be sufficient in size to contain a well, pumps, meter, piping, electrical panel, generator, fencing or other security structure, pre-treatment facilities and appurtenant facilities and at a minimum shall be 30ft by 30ft. Developer shall further provide, at no cost to Utility, an easement(s) across private property as may be necessary to extend a raw water transmission main from the well site to a public right of way, and to provide electric power to the well site. The well sites shall be maintained with a minimum distance of 100 feet from any improvements and property maintained as a Zone of Exclusion. The Developer's land subject to this reservation of rights is herein defined as the Property. In the event that Developer has not previously identified sites for such facilities in a Master Plan or similar document, or in the event the sites identified in such plan or document are insufficient, Developer shall coordinate with Utility to identify mutually acceptable necessary well sites and water line locations. The location of well sites outside the Well Field shall be subject to Developer approval based on ability to permit, hydraulic considerations, and proximity to: (i) treatment facilities, (ii) other wells, and (iii) a good quality water source. Developer agrees, in its capacity as property owner, to sign off on any permit applications submitted by Utility to the appropriate regulatory agencies for use of the Well Field, and well sites located outside the Well Field, in a manner consistent with the terms of this Agreement.

10.0 Utility Agreement to Serve. Upon the payment of required Capacity Charges (other than for the Reserve Capacity) and the completion of construction of the on-site and off-site water distribution and wastewater collection systems, their inspection, and adherence to the other terms of this Agreement and the Utilities Standards and Procedures Ordinance, the Utility covenants and agrees that it will oversee the connection of the water distribution and wastewater



g

collection systems installed by Developer to the central facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of applicable governmental authorities. Utility agrees that once it provides Utility Service to the Property, and Developer or others have connected Consumer Installations to its System, that thereafter Utility will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Utility.

11.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Utility, its successors and assigns, provide Utility Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

12.0 Rates. Utility agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in a standard rate ordinance/resolution of the Utility. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Utility.

12.1 Notwithstanding any provision in this Agreement to the contrary, Utility may establish, amend or revise, from time to time, in the future, and enforce rules, regulations and ordinances covering Utility Service to the Property. However, all such rules, regulations and ordinances so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law.

12.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Utility from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Utility Service provided to the Property by Utility.

13.0 Assurance of Title. The Developer within a period of thirty (30) calendar days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to Utility a copy of Title Insurance Policy with respect to the Property. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service, bills of sale, easements, and well locations, contained in this Agreement. The deeds evidencing Developer's title to the Property will be attached to the Title Insurance Policy.



8

14.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

15.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

David Haas, Chief Development Officer
Plantation Bay Utility Co.
2379 Belville
Daytona Beach, FL 32119
DHaas@icihomes.com

with a copy to:

Sundstrom, Friedman & Fumero, LLP
Attn: William E. Sundstrom, Esq.
2548 Blairstone Pines Drive
Tallahassee, FL 32301
850-877-6555
wsundstrom@sfflaw.com

and if to the Utility, at:

City Manager
City of Bunnell
1769 E. Moody Blvd.
Bunnell, FL 32110
386-437-7500
amartinez@bunnellcity.us

and

County Administrator
Flagler County
1769 East Moody Blvd., Bldg. #2, Suite 301
Bunnell, FL 32110
386-313-4000
ccoffey@flaglercounty.org

with a copy to:

City Attorney
City of Bunnell
P.O. Box 819
Bunnell, FL 32110
386-437-1668
attorneynowell@gmail.com



8

and

County Attorney
Flagler County
1769 East Moody Blvd., Building #2
Bunnell, FL 32110
386-313-4005
ahadeed@flaglercounty.org

16.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

17.0 Costs and Attorney's Fees. In the event the Utility or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

18.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Utility as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

19.0 Indemnification. To the extent permitted by Section 768.28, Florida Statutes, each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's water and wastewater systems.

## MISCELLANEOUS PROVISIONS

20.0 The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.



8

21.0 Except as provided in the Agreement for Purchase and Sale of Water Assets by and between Plantation Bay Utility Co., and City of Bunnell, Florida, and the Agreement for Charitable Donation of Wastewater Assets by and between Plantation Bay Utility Co. and City of Bunnell, Florida this Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed constitutes the agreement between Developer and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

22.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

24.0 The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

25.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

26.0 Because of inducements offered by Developer to Utility, Utility has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property. Developer further agrees that, notwithstanding anything herein to the contrary, in the event of a conflict between this Agreement and the terms and conditions set forth in Flagler County Resolution No. 85-14 approving the Application for Development Approval for the Plantation Bay development ("Development Order"), the Development Order shall prevail, and nothing in this Agreement is intended to modify or supersede the Development Order other than the recognition of Utility's responsibility for the provision of Water and Wastewater Service as set forth herein.

27.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.



g

28.0 Utility shall at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

29.0 The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Utility. The Utility agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

30.0 Should Developer desire to expand its development to include additional property adjacent to Property, Utility and Developer agree to enter into a Developer Agreement upon terms and conditions as are set forth herein with connection charges in the amount then in effect. This right of Developer for Utility Service to an expansion of its Development shall terminate if a Developer Agreement is not executed within two (2) years from the date of this Agreement.

31.0 The rights set forth in this Agreement shall run with the land and be reflected in a recordable document that may be recorded in the public records of Flagler County.

**IN WITNESS WHEREOF**, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

The City of Bunnell, Florida

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____

WL Residential Land, LLC

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____



8

Intervest at Plantation Bay, LLC,

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____

Flagler County, Florida

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of the City of Bunnell, Florida a municipal corporation, on behalf of the City. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name:_____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of WL Residential Land, LLC, a Florida corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name: _____
My Commission Expires:



g

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of Intervest at Plantation Bay, LLC, a Florida corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name: _____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of Flagler County, Florida, a political subdivision of the State of Florida, on behalf of the County. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name: _____
My Commission Expires:



8

**Appendix "A"**

**Property**

**[Less and except lands previously sold, developed, or platted.]**

FINLEY ENGINEERING GROUP

MAP H – 1

MASTER DEVELOPMENT PLAN

# PLANTATION BAY

REVISED

SEPTEMBER 20, 2004

ADD UNITS 5/6/7 – 9-08-05

LEGEND:

- Plantation Bay Property Line
- Flagler/Volusia County Line
- Florida Power & Light Electrical Easement
- Single Family Residential (1–4du/ac)
- Low Density Residential (4–6du/ac)
- Medium Density Residential (6–8du/ac)
- Commercial
- Golf Course / Recreation
- Water
- Environmentally Significant Area
- Open Space
- C Clubs (Golf, Tennis)
- PS Public Safety (Police, Fire)
- DOT Land Taken by FDOT for I–95 Widening
- Collector Road Access Point
- Collector Road
- Subdivision Street

# BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS**, that _____, on behalf of _____, in _____ County, Florida ("Seller"), for and in consideration of the sum of Ten and 00/100 dollars ($10.00) paid it by the City of Bunnell, Florida, a municipal corporation, at 1769 E. Moody Blvd. Bunnell, Florida 32110 ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Buyer, its executors, administrators and assigns, the following goods and chattels:

> All utility equipment, installation, materials and facilities (the "Utility Facilities"), within the property described in **EXHIBIT A** (the "Property"), attached hereto and incorporated by reference herein.

Buyer is granted the right to enter upon said land, excavate, relocate and/or take introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining Utility Facilities thereon. Seller also grants to Buyer the water, reclaimed water, and sewer rights and the right to utilize the Utility Facilities to provide water, reclaimed water, and wastewater service.

**TO HAVE AND TO HOLD** the same unto the Buyer, its executors, administrators and assigns forever.

**AND** Seller, does, for itself and its heirs, executors and administrators, covenant to and with Buyer, its executors, administrators and assigns, that it has good and marketable title and right to sell the Utility Facilities and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto Buyer, its executors, administrators, and assigns against the lawful claims and demands of all persons whomsoever.

**IN WITNESS WHEREOF**, Seller has hereunto set its hand and seal this __ day of _____, 201__.

| | |
|---|---|
| _____ | _____ |
| Organization | Signature |
| _____ | _____ |
| Title | Printed Name |



Exhibit B

8

Signed, sealed and delivered in the presence of us:

WITNESSESS:

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| Print name | Print name |

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____ 201_, by _____, on behalf of _____, who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC
My Commission Expires:

(SEAL)



8

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
John R. Jenkins, Esq.
Nabors, Giblin & Nickerson P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
(850) 224-4070

# GRANT OF EASEMENT

**THIS GRANT OF EASEMENT** is made this ____ day of _____, 2013, by _____ ("Grantor"), whose address is _____, to the City of Bunnell, Florida ("Grantee"), whose address is 1769 E. Moody Blvd. Bunnell, Florida, 32110.

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants and conveys a utility easement, in perpetuity, over, in, through, and under the property described in Exhibit "A" attached hereto and made a part hereof by reference ("Property").

1. Grantor permanently grants, sets over, conveys and delivers to Grantee, it successors and assigns, the exclusive right, privilege and easement to construct, reconstruct, lay and install, operate, maintain, relocate, repair, reconnect, replace, improve, remove and inspect sewer transmission and collection facilities, water transmission and distribution facilities, reuse transmission and distribution facilities and all appurtenances thereto, and all appurtenant equipment in, under, upon, over and across the Property with full right to ingress and egress through the Property for the accomplishment of the foregoing rights.

2. This Grant of Easement is a reservation and condition running with the Property and shall be binding upon the successors and assigns of Grantor, all purchasers of the Property and all those persons or entities acquiring right, title or interest in the Property by, through or under Grantor.

3. The Grantor warrants that it is lawfully seized in fee simple of the land upon which the above-described easement is situated, that it has good and lawful authority to convey said land or any part thereof or interest therein, that said land is free from all encumbrances, and that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever. In the event it is determined at some future date that the Property does not include all property within which the facilities described in paragraph 1. are located, Grantor warrants to amend Appendix "A" to include such additional property as is necessary to include all such facilities.

4. This Grant of Easement is subject to the following:



Exhibit C g

a. All easements and grants herein shall be utilized in accordance with established generally accepted practices of the water and sewer industry and all rules, regulations, ordinances, and laws established by governmental authorities having jurisdiction over such matters.

b. Grantor retains, reserves and shall continue to enjoy the use of the surface of the above-described property for any and all purposes that do not interfere with Grantee's use of the subject easement, including the right to grant easements for other public utility purposes. Grantor, its successors or assigns, may change the grade above Grantee's installed facilities, or perform any construction on the surface of the above described property; however, if the change in grade and/or construction requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns.

c. If in the future any portion of any driveways, sodded areas, gardens or plantings shall be destroyed, removed, damaged or disturbed in any way by Grantee as a result of Grantee installing, excavating, repairing, maintaining, replacing, reconnecting or attaching any underground water, sewer, and/or reuse mains, lines or related facilities within the foregoing described easement, Grantee's sole obligation to restore the surface of the easement area shall be limited to the replacement of sod and/or pavement, and Grantee shall have no further obligation nor be responsible or liable for any expense incurred in the replacement of gardens, plantings or trees or any boundary wall, building or structure located in the said easement area which may have been destroyed, removed, damaged or disturbed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



8

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal seal on the date first written above.

_____
Printed Name: _____
Title: _____

Signed, sealed and delivered in the presence of us:

WITNESSESS:

| | |
|---|---|
| _____ | _____ |
| Print name: _____ | Print name: _____ |

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____ 2013, by _____, who is personally known to me or produced _____ as identification, on behalf of _____.

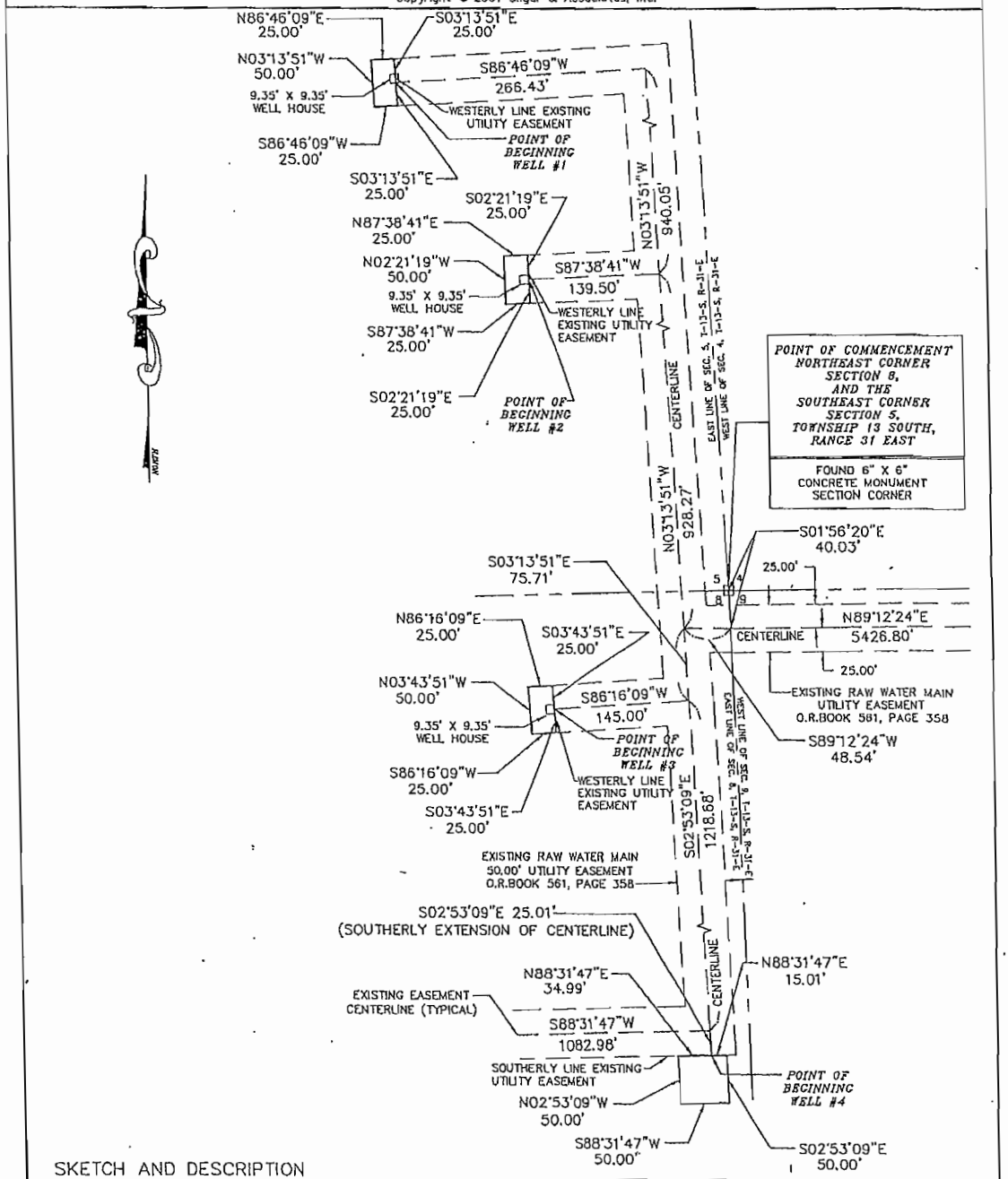
_____
NOTARY PUBLIC
My Commission Expires:



3

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
www.sligerassociates.com
Copyright © 2001 Sliger & Associates, Inc.




SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: INTERVEST CONSTRUCTION, INC.

PLANTATION BAY WELL SITES IN
FLAGLER COUNTY, FLORIDA.
SEE 2 OF 3 FOR DESCRIPTIONS OF
WELL SITES #1 THRU #4

| ABBREVIATIONS | |
|---|---|
| ID | IDENTIFICATION |
| A/C | AIR CONDITIONER |
| R/W | RIGHT OF WAY |
| ℄ | CENTERLINE |
| Δ | CENTRAL ANGLE |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| FP&L CO. | FLORIDA POWER & LIGHT COMPANY |
| N.G.V.D. | NATIONAL GEODETIC VERTICAL DATUM |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

SHEET 1 OF 3

| LEGEND | |
|---|---|
| ● | IRON ROD WITH CAP |
| ○ | IRON PIPE |
| ◻ | CONCRETE MONUMENT |
| ■ | PERMANENT REFERENCE MONUMENT |
| △ | PERMANENT CONTROL POINT |
| (R) | RADIAL LINE |
| (NR) | NON-RADIAL LINE |
| ⬭ | EXISTING ELEVATION |
| ▭ | PROPOSED ELEVATION |

SCALE: 1"=100' FIELD BOOK : 995 PAGE: 56

Exh "D" 9

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385
www.sligerassociates.com

Copyright © 2001 Sliger & Associates, Inc.



DESCRIPTION: "WELL SITE #1"

A PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 03°13'51" WEST, 1868.32 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 86°46'09" WEST, 266.43 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 03°13'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 86°46'09" WEST, 25.00 FEET; THENCE NORTH 03°13'51" WEST, 50.00 FEET; THENCE NORTH 86°46'09" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 03°13'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #2"

A PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 03°13'51" WEST, 928.27 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 87°38'41" WEST, 139.50 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 02°21'19" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 87°38'41" WEST, 25.00 FEET; THENCE NORTH 02°21'19" WEST, 50.00 FEET; THENCE NORTH 87°38'41" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 02°21'19" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #3"

A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 03°13'51" EAST, 75.71 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 86°16'09" WEST, 145.00 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 03°43'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 86°16'09" WEST, 25.00 FEET; THENCE NORTH 03°43'51" WEST, 50.00 FEET; THENCE NORTH 86°16'09" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 03°43'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #4"

A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 03°13'51" EAST, 75.71 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 02°53'09" EAST, 1218.68 FEET TO A POINT ON SAID CENTERLINE; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID CENTERLINE, SOUTH 02°53'09" EAST, 25.01 FEET TO THE SOUTHERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88°31'47" EAST ALONG SAID SOUTHERLY LINE, 15.01 FEET; THENCE SOUTH 02°53'09" EAST, 50.00 FEET; THENCE SOUTH 88°31'47" WEST, 50.00 FEET; THENCE NORTH 02°53'09" WEST, 50.00 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE NORTH 88°31' 47" EAST, 34.99 FEET TO THE POINT OF BEGINNING. CONTAINING 2500 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.



8

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
John R. Jenkins, Esq.
Nabors, Giblin & Nickerson P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
(850) 224-4070

# WELL FIELD GRANT OF EASEMENT

**THIS GRANT OF EASEMENT** is made this ____ day of _____, 2013, by WL Residential Land, LLC ("Grantor"), whose address is 2379 Beville Road, Daytona Beach, Florida 32119, to the City of Bunnell, Florida ("Grantee"), whose address is 1769 E. Moody Blvd. Bunnell, Florida, 32110.

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants and conveys a utility easement, in perpetuity, over, in, through, and under the property described in Exhibit "A" attached hereto and made a part hereof by reference ("Property").

1. Grantor permanently grants, conveys and delivers to Grantee, it's successors and assigns, the exclusive right, privilege and easement to construct, reconstruct, lay and install, operate, maintain, relocate, repair, reconnect, replace, improve, remove and inspect water wells, water transmission and distribution facilities, to develop, permit, construct, maintain and monitor existing and future wells without prior notice to or approval of Grantor including, but not limited to, ingress and egress, soil boring, evaluating wetlands, explore site conditions, drilling of exploratory wells, water sampling and testing, surveying, installation, equipping and maintenance of production and monitoring wells, land clearing, power line extensions, raw water line construction and maintenance, construction of pre-treatment facilities and related activities and appurtenances thereto in, under, upon, over and across the Property with full right to water withdrawals at no cost to Utility and to ingress and egress through the Property for the accomplishment of the foregoing rights.

2. This Grant of Easement is a reservation and condition running with the Property and shall be binding upon the successors and assigns of Grantor, all purchasers of the Property and all those persons or entities acquiring right, title or interest in the Property by, through or under Grantor. Notwithstanding the foregoing, this easement shall terminate if Grantee discontinues water withdrawal from the Property for a continuous period of one year, provided such discontinued use is not the result of any legal moratorium or other court ordered or regulatory action and Grantee is not actively involved in the permitting or construction of new or refurbished wells on the Property.

3. The Grantor warrants that it is lawfully seized in fee simple of the land upon which the above-described easement is situated, that it has good and lawful authority to convey said land or any part thereof or interest therein, that said land is free from ~~all~~ encumbrances that would negatively



Exhibit "E"

impact this grant, and that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

4. This Grant of Easement shall be utilized in accordance with established generally accepted practices of the water industry and all rules, regulations, ordinances, and laws established by governmental authorities having jurisdiction over such matters.

5. Grantor retains, reserves and shall continue to enjoy the use of the surface of the Property for any and all purposes including setback credits, wetland mitigation, and all such similar uses, provided, however, that such uses do not interfere with Grantee's use of the subject easement or its ability to withdraw groundwater, Grantee's right to such withdrawals subject to regulatory approvals being paramount. Grantor, its successors or assigns, may change the grade above Grantee's installed facilities, or perform any construction on the surface of the above described property; however, if the change in grade and/or construction requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal on the date first written above.

WL Residential Land, LLC

_____

Printed Name: _____

Title: _____

Signed, sealed and delivered in the presence of us:

WITNESSESS:

_____ _____

Print name: _____ Print name: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____ 2013, by _____, who is personally known to me or produced _____ as identification, on behalf of WL Residential Land, LLC.

_____

NOTARY PUBLIC
My Commission Expires:

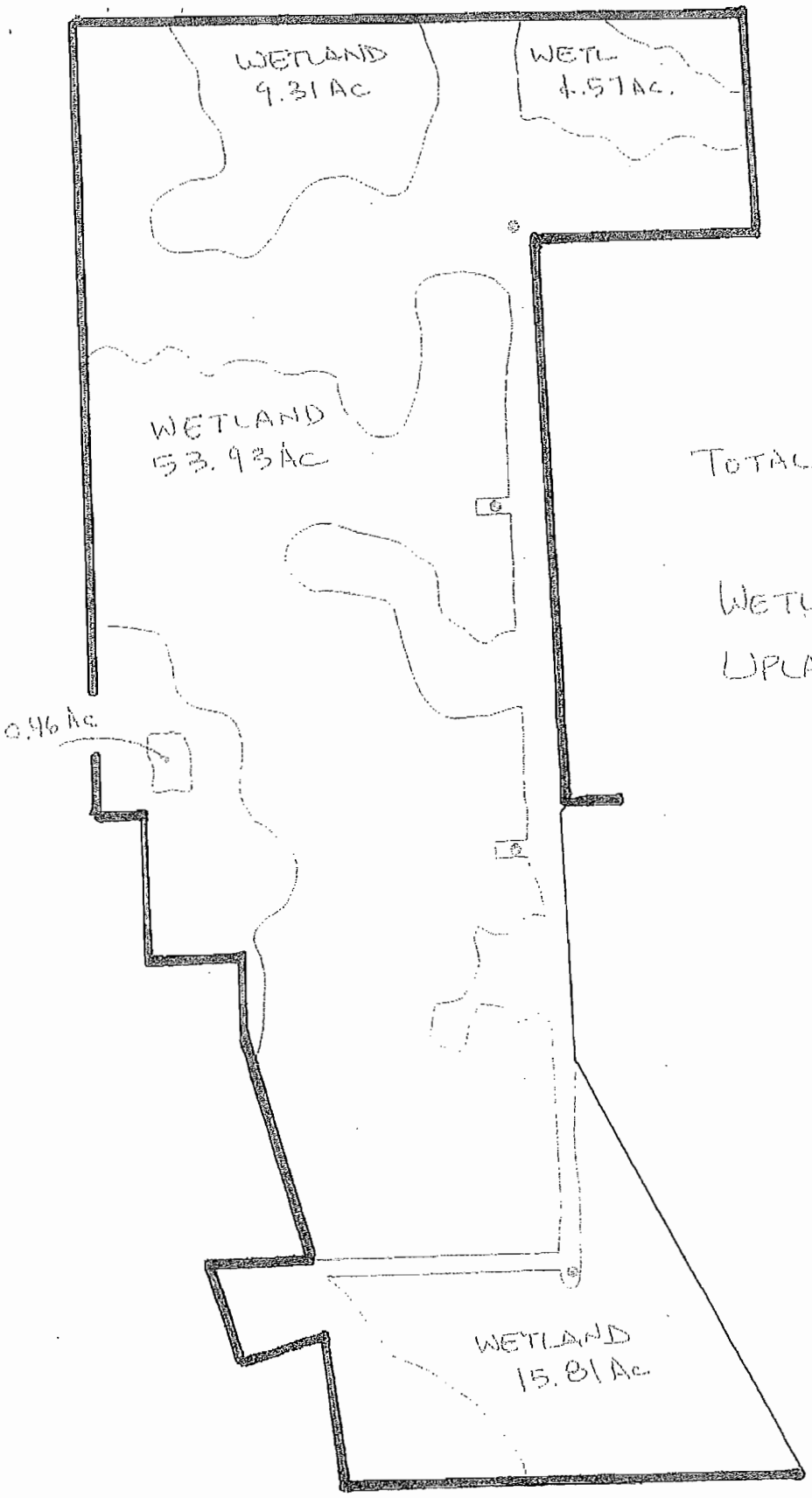


8

**Exhibit "A"**

**Well Field Property**

**The attached Well Field sketch will be replaced by an exact legal description and sketch prior to closing.**




TOTAL WELLFIELD AREA
137 AC

WETLANDS 84 AC (61.3%)
UPLAND 53 AC.

⊗ — CURRENT WELL LOCATION (APPROXIMATE)

PLANTATION BAY
WELLFIELD AREA

6-29-04

8